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Chancery Judges and the Trial of Non-Jury Cases.

THE JUDGES of the Chancery Division have from time to time given their assistance to the King's Bench Division in the trial of non-jury cases. Exceptions have occasionally—though rarely—been taken to the manner in which one or more of these judges acquitted themselves in the discharge of duties in which their previous training was of little assistance. But we have heard nothing but unstinted praise of the manner in which Mr. Justice WARRINGTON and Mr. Justice EVE have recently disposed of the list of cases assigned to them by the King's Bench Division, and it has indeed been said that, with a little more of such assistance, the lists of the King's Bench Division, other than those containing special jury cases, would speedily be cleared.

Liability of Co-trustee with Public Trustee.

A CORRESPONDENT whose letter we print elsewhere makes an important suggestion with regard to the liability of trustees who are associated with the Public Trustee in the administration of a trust. He points out that they are likely to assume that the management and control of the trust estate may properly be left to the official trustee, but in fact, in the event of any loss resulting, it would seem that the ordinary principles of contribution as between trustees would apply, and that the Treasury would be able to impose a part of the loss on the private trustees. When a breach of trust has taken place, a passive trustee cannot escape contribution on the ground that he has left the management of the estate to his co-trustee, save in the case where the co-trustee has derived pecuniary benefit, or where he is a solicitor: *Lockhart* v. *Reilly* (25 L. J. Ch. 697); *Bahin* v *Hughes* (31 Ch. D. 390). Of course, the exception might be extended so as to impose sole liability on the Public Trustee, but it is unlikely that this would be done. Hence a private trustee who is associated with the Public Trustee as an ordinary co-trustee should take all the ordinary precautions to avoid any loss to the trust estate by breach of trust. Where the Public Trustee is only custodian trustee, it may appear that there is less risk involved, but it has to be remembered that he only holds the custody of the trust property for the time being, and that all powers of management and other discretionary powers remain vested

in the private trustees, while the Public Trustee is expressly exempted from liability for any default on their part: Public Trustee Act, 1896, s. 4 (2) (*d*). Our correspondent suggests that certain special clauses should be inserted in the trust-instrument to provide against the private trustees being saddled with any loss due to the default of the Public Trustee; but we are not sure that the examples he gives sufficiently recognize the statutory position of the Public Trustee where he is custodian trustee. If he is custodian trustee, he has no share in the management and cannot be liable for any default in that respect. Where he is an ordinary co-trustee, it would be very proper to exempt the private trustees from losses to which they have not by any active conduct of theirs contributed, and probably this could be done by some such clause as that which our correspondent suggests. There is not, so far as we are aware, anything in the statute to prevent the Public Trustee being liable to a greater extent than the other trustees if he chooses to accept the trust on these terms. Under section 7 (1) his liability is to be the same as if he were a private trustee; but, though the clause would be new, a private trustee could, we take it, be appointed on special terms as to liability as between himself and his co-trustees.

Warranty on the Sale of Land.

THE CASE of *Day* v. *Rylands & Sons*, heard and determined in the Court of Chancery of the County Palatine of Lancaster, was an action by the purchaser against the vendors of land for compensation on account of a latent defect in the premises. The land in question was a pit or excavation which thirty years ago had been filled with "tippings" and had since become overgrown with grass or trees so that it could not be discovered by a superficial examination. In July, 1906, the plaintiff entered into an agreement with the defendants for the purchase of a quantity of land part of the Gorton Villa Estate; the agreement containing a provision that within a specified period the purchaser should be entitled to buy the plot in question. Another agreement for the purchase of the plot was made in July, 1907. The object of the purchaser was to build on the land, and there was nothing in the agreement to shew that the soil had been disturbed or had been rendered unfit for building purposes. The plaintiff, as a consequence of the presence of the "tipped" stuff, had to put in additional foundations and incurred heavy expenses. The argument of the plaintiff was that the land was sold and bought for a specific purpose, and that it was the duty of the vendors to disclose any facts which would render it unsuitable for that purpose. It was admitted that there was nothing to shew that the vendors knew of the manner in which the pit had been filled up. For the defence, it was contended that what had occurred was one of the ordinary risks which a purchaser takes upon himself. The Vice-Chancellor—after observing that it was not suggested that there was anything in the nature of a guarantee that the land should be fit for building purposes, and that all that appeared was that the soil was not so good as if it had been solid ground—said that there was no obligation on the part of the defendants to investigate the quality of the land they were selling and to inform the purchaser whether it would cost him more or less for building purposes, and he accordingly dismissed the action. The case appears to be free from the difficulty which is often experienced in similar transactions. There was nothing to shew that the defendant had concealed the defect or diverted the attention of the purchaser from it. The subject sold was submitted to the inspection of the purchaser, and no warranty could be implied from the mere fact that the defendants knew that the plaintiff wanted the land for building purposes.

Charging Orders on Shares.

AN INTERESTING question as to the meaning of "public company" in section 14 of the Judgments Act, 1838 (1 & 2 Vict. c. 110), is raised by the letter from Messrs. CARTER & BARBER to the Secretary of the Law Society, which we printed last week (*ante*, p. 248). Under the section a charging order can be obtained on "any stock or shares of or in any public company in England (whether incorporated or not)," and the same words are used in R. S. C. ord. 46, r. 3, with reference to notice in lieu of distringas. Formerly there seems to have been no doubt that every company registered under the Companies Act, 1862, was a public company for the purpose of section 14. The essentials for such a company were stated in *Macintyre* v. *Connell* (1 Sim. N. S. 225) with special reference to unincorporated companies, and an unincorporated banking company was held to be "public" on the ground that by statute it had to make returns of its members and of transfers of their interests; and that it might sue and be sued by a public officer—that is, an officer whose name was published to the public. These conditions being satisfied, it was not material to inquire as to the transferability of shares. In the case of companies incorporated under the Companies Act, 1862, there was, of course, no officer to sue, for the company could itself sue. But the name of the company and its constitution were published at Somerset House, and returns of the members and their addresses and holdings had to be made, and according to the tests in *Macintyre* v. *Connell*, every such company was a public company. The phrase "public company" is also used in section 5 of the Apportionment Act, 1870, and in *Re Lysaght* (1898, 1 Ch. 115)—a case on that Act—LINDLEY, L.J., said he understood that its meaning had been settled by *Macintyre* v. *Connell*, and he added that any company registered under the Companies Act, 1862, was a public company within the meaning of the Act of 1870. And it is the same where the term "public company" is used in an investment clause. A limited company is "public" because (1) it is incorporated by statute; (2) the instruments governing its constitution are open to the public; and (3) its shares are transferable to the public, subject to the provisions of the articles of association: *Re Sharpe* (45 Ch. D. 286). Under the Companies Act, 1907, private companies were introduced, and these are now regulated by section 121 of the Act of 1908. In the recent case referred to in the above correspondence it appears that Master ARCHIBALD held that such companies were not "public" within the Act of 1838, and that consequently an order charging shares in them could not be made. But it seems clear that the mere use of the term "private company" in a later statute cannot affect the construction of the Act of 1838, if such "private company" has the essentials required to constitute it a public company under the earlier statute. These it clearly has. There is nothing in the constitution of a "private company" under the Act of 1908 (except that two members are sufficient, which is not material) which could not have been introduced into a company under the Act of 1862. The constitution is public, the returns of members are made, and the shares are transferable subject to the articles. It may be singular that a company should be "private" under one statute and "public" under another, but it is quite possible, and such we imagine is the case with the statutes of 1838 and 1908. With deference to Master ARCHIBALD'S opinion, it will probably be found that a registered private company is a public company for the purpose of charging orders.

Liability to Estate Duty of Bearer Bonds Locally Situate in the United Kingdom.

THE CASE OF *Winans* v. *Attorney-General* (1910, A. C. 27), which we briefly discussed *ante*, p. 174, was certainly of more than ordinary importance. First, because of the amount in dispute. It involved the question whether the executors of a domiciled American citizen, who died in this country, were entitled to the return of £130,000 in respect of estate duty which they had paid, and to which they alleged that the testator's estate was not liable. This duty had been paid in respect of bonds of the testator payable to bearer, passing by delivery, and deposited for safe custody in the Bank of England. Secondly, the case was important as giving a useful interpretation of the words of sections 1 and 2 of the Finance Act, 1894, under which the duty was claimed. By section 1, estate duty is to be paid upon the principal value which passes on the death of every person dying after the commencement of the Act, and by section 2 (2) property passing on the death of the deceased, when situate out of the United Kingdom, shall be included only if, under the law in force before the passing of the Act, legacy or succession duty is payable in respect thereof, or would be so payable but for the

relationship of the person to whom it passes. It will be remembered that the Finance Act abolished or merged the existing probate duty, and that it had been held by the Court of Exchequer in *Attorney-General* v. *Bouwens* (4 M. & W. 171) that bearer bonds of foreign governments were liable to probate duty on proof that the instruments were locally situate and marketable in this country. But the argument for the executors in *Winans* v. *Attorney-General*, so far as we understand it, was that the *ratio decidendi* of *Attorney-General* v. *Bouwens* was not binding on a Court of Appeal; that it had no application to the Finance Act, 1894; that the law applicable to the transmission of the bonds was that of the testator's domicil; and that they must be taken to be debts owing abroad so as to be property "situate out of the United Kingdom" within the meaning of section 2, sub-section 2. And inasmuch as it had been established by decision that the general words used in the Legacy Duty Act and the Succession Duty Act were to be narrowed to this extent, that legacy duty was not payable where the testator was not domiciled in this country, and that succession duty was not payable on legacies which were not subject to legacy duty, the general words of section 1 of the Finance Act must be narrowed accordingly. The argument for the Crown, as might be expected, was that the words "situate out of the United Kingdom" could only mean physically situate out of the United Kingdom"; that while it was true that the estate duty was *in pari materia* with previous duties, it went further, and in some cases extended to property out of the jurisdiction, and, finally, there was nothing in section 1 to confine the words "every person" to persons domiciled in England, so as to exempt from taxation the property of a foreigner which is situate in this country. The House of Lords held that section 2 shewed that the framers of the Act were aware of the difference in the position of personal property which was situated in the United Kingdom at the date of the death of the testator with regard to probate duty on the one hand, and legacy and succession duty on the other. The Act of 1894 was analogous, not to these Acts, but to the old Probate Duty Acts, proceeding, not upon any assessment of benefit arising upon the death to this or that particular person, but upon the value of the property which passed upon the death of the deceased. It remains to be seen whether this decision will have any, and what, effect on the deposit of the securities of foreigners in English banks, for it is quite possible that the Finance Act, as interpreted by the House of Lords, will subject to taxation the property of foreigners which is also subject to inheritance duty in the States in which they are domiciled.

Action for Disparagement of Goods.

ACTION FOR the disparagement of goods belonging to the plaintiff are comparatively rare, especially where the attack upon the article is in no way defamatory of the owner of it or of others immediately connected with it. One of the earliest cases is *Heriot* v. *Stuart* (1 Esp. 437), an action by the proprietor of a newspaper against the printer of another paper, in which the plaintiff's journal was said to be "the lowest now in circulation." The case of the publishers of the *Observer* (*Limited*) v. *The Advertisers' Protection Society* (*Limited*), recently tried before DARLING, J., and a special jury, was for statements appearing in circulars issued by the defendant society as to the amount of sales of the *Observer* in 1907 and 1908. It was admitted that these statements were inaccurate, but it was denied that there was any spite or ill-will with regard to the plaintiffs, and it was stated that the inaccuracy was the result of a *bonâ fide* mistake. The elements to support an action for slander of title were stated by Lord DAVEY in *Royal Baking Powder Co.* v. *Wright, Crossley & Co.* (18 Pat. Cas. Rep. 95, at p. 99) as follows: "To support such an action it is necessary for the plaintiffs to prove (1) that the statements complained of were untrue; (2) that they were made maliciously—*i.e.*, without just cause or excuse; (3) that the plantiffs have suffered special damage thereby. The damage is the gist of the action." DARLING, J., appears to have assumed that this ruling applied to an action for disparagement of goods, and that to render it actionable it must appear that the publication was malicious—*i.e.*, that the defendants had acted with a design to injure the plaintiffs, or, short of that, that they had made the false statement without just cause or excuse. A further question left to the jury was whether pecuniary loss to the plaintiffs was a natural and a proximate consequence of the publication. The jury found the principal questions, as to the inaccuracy of the statement and as to its being without just cause or excuse, in favour of the plantiffs, but they found also that it did not cause injury to the plantiffs, either necessarily or in fact. On these findings judgment was entered for the defendants. In the absence of proof of damage, there could have been no other verdict, but we are disposed to think that strict proof of such damage should not always be required.

Conditional Wills.

DECIDED CASES relating to the construction of wills—and the observation applies only in a less degree to other documents—are coming now-a-days to be useful only when some definite rule or principle is clearly enunciated and laid down in such a way that it can readily be applied in practice. Regarded merely as precedents, cases on the construction of documents, and more particularly wills, are getting less and less helpful to the practitioner. Both these observations are illustrated by a case decided last week by the President of the Probate Division—*Vines* v. *Vines* (reported elsewhere). The point to be decided was whether a will executed in India was merely conditional, or whether it was intended to operate in any event as the testator's last will. The will contained the phrase "if anything should happen to me while in India." The testator did, as a matter of fact, return safely from India, and died in this country. Shortly before his death he spoke of his will, and referred to it as intended to be completely operative. It was contended, against the validity of the will, that the document had ceased to be operative after the testator's return from India, being conditional on his dying in India. The President found in favour of the will. Regarded purely as a matter of construction, the case seems to be one very near the line, and likely to be regarded in different ways by different minds. It was, however, also held that the testator's declaration of intention was admissible as placing the matter beyond a doubt. The value of the judgment delivered lies in the references to the general principles governing the construction of wills—and these principles apply to other documents—containing words which may or may not operate as conditions or restrictions on other more general language.

The General Rule as to Conditional Wills.

THE CASE of *In the Goods of Spratt* (1897, P. 28) was referred to as one in which the authorities were reviewed at length by Sir FRANCIS JEUNE, and the general rule was stated by the President to be, "that when a will is made in terms subject to the happening of an event, that event must occur before it can become operative; whereas if the possibility of an event happening is stated merely *as the reason for making the will*, the will becomes operative whether the event happens or not." That this principle applies to documents other than wills may be seen by taking the case of recitals in a power of attorney. Recitals may have the same restrictive effect as other introductory statements in a document referring to the occasion of its being made. *Danby* v. *Coutts*, a decision of KAY, J., in 1885 (29 Ch. D. 500), is a well-known case on the limiting effect of recitals in a power of attorney. There the power of attorney contained this recital: "Whereas I am about to return to South Australia, and am desirous of appointing an attorney or attorneys to act for me during my absence from England . . ." Express power was given to effect mortgages on the principal's property. A mortgage was given in accordance with the provisions of the power, but after the principal's return to England. This mortgage was held invalid, as being outside the scope of the authority conferred by the power. In the course of his judgment KAY, J., in dealing with the effect of the recital in limiting the scope of the power, used language closely resembling that of the President in the will case: "It is said that it [the recital] was only inserted *for the purpose of shewing the motive* for giving the power of attorney, but I can see no object in intro-

ducing the recital for that purpose . . . I come to the conclusion that the words 'during my absence from England' are used for expressing the limit of time during which the power was to be exercised." On the other hand, a mere recital that the principal is about to leave the country may be held to have been inserted (in the words of KAY, J.) "for the purpose of shewing the motive," and not for the purpose of "expressing the limit of time." This is illustrated by a New Zealand case—*Fell* v. *Puponga Coal Co.* (24 N. Z. R. 758), where *Danby* v. *Coutts* was expressly distinguished.

Nuisance from Crowds in Front of Shop Windows.

WE READ that, at a meeting of the editors of trade journals, the difficulties caused by the assembling of large crowds outside shop windows were discussed, and it was recommended that traders, in consideration of a money payment, should be entitled to the services of a special contingent of the police for the purpose of keeping the crowds in front of particular shops under control. The chairman at the meeting contended that shopkeepers were fully entitled to a privilege which was already granted to the managers of theatres every night of the week. We cannot make any conjecture as to the view which may be taken of the matter by the Commissioner of Police, but there can be little doubt that any occupier of a shop or place of entertainment who carries on his business in such a manner as to cause a crowd to obstruct the footway in front of his premises is guilty of a nuisance, and that the fact that similar nuisances have been tolerated is no justification. Lord ELLENBOROUGH, when reminded that carriages at a fashionable "rout" often obstructed the pavement, asked with indignation whether anyone could deny that such an obstruction was subject to indictment. But Englishmen probably thought then, as they do now, that such a remedy is worse than the disease.

"Natural-born" British Subjects.

THE CURIOUS extension given by statute to the expression "natural born" is illustrated by the case of *Sackville-West* v. *Attorney-General*, and the manner in which the claimant is described as "a natural-born subject of his Majesty," but born at "Arcachon in France." The *jus soli* is the foundation of British nationality, and the children born within the dominion are *ipso facto* natural-born British subjects. But the *jus sanguinis* has been permitted to be grafted on to the *jus soli*, and by two Acts of Parliament (7 Anne c. 5 and 4 Geo. 2, c. 21) children born abroad of a father who was himself born in the dominions are also "natural-born" British subjects. Then came a further Act of Parliament (13 Geo. 3, c. 21), by which the children born abroad of a father who was a natural-born British subject under the two last-mentioned Acts (7 Anne and 4 Geo. 2) were themselves made "natural-born" British subjects. The children of the last-mentioned class of "natural-born" British subjects (under the 13 Geo. 3) would, of course, if born outside the British dominion, be aliens. This is one of the reasons that makes it so important to decide whether the African Protectorates are, or are not, to be considered as part of the British dominions.

The Meaning of "Ground Floor."

IN A CASE recently tried in the Westminster County Court it was argued that the expression "ground floor" must be taken to mean a floor on the ground. "Ground floor" is indeed defined in the new Oxford Dictionary as "the floor in a building which is more or less on a level with the ground outside," and there is a reference to an ancient work which speaks of a "ground floor having no cellar beneath it." The judge, however, came to the conclusion that the kitchen of a house situated in the basement might be defined as being on the ground floor. What is the grammatical sense of the expression "ground floor" it is unnecessary to say, but in its technical sense it is commonly supposed to bear a different meaning from that adopted by the judge. The meaning may, of course, be modified by the scheme or context of different statutes, but we think that the ordinary meaning is that given in the Oxford Dictionary.

The Westlake Portrait Fund.

WE DESIRE to call special attention to the announcement, which will be found elsewhere, that it is in contemplation to secure for Cambridge a personal memorial of Mr. WESTLAKE, K.C., on his retirement from the Whewell Professorship of International Law, which he has held for twenty years. There are few men whose services as exponents of International Law have better deserved recognition, and none who have less sought for such recognition by the means favoured by some so called "jurists."

Liability of Solicitor Acting after Revocation of Authority.

RECENT decisions have brought into prominence the principle established by *Collen* v. *Wright* (6 W. R. 123, 8 E. & B. 647), that an agent is to be taken to warrant that he has the authority under which he professes to act, but it has hitherto been doubtful whether the principle applied where the agent, having the authority originally, acted after a revocation of this authority of which he was ignorant. In the earlier case of *Smout* v. *Ilbery* (10 M. & W. 1) it was held that the agent in such a case would not be liable, but in *Halbot* v. *Lens* (1901, 1 Ch. 344) KEKEWICH, J., considered that *Smout* v. *Ilbery* was overruled by *Collen* v. *Wright*. On the other hand, in *Salton* v. *New Beeston Cycle Co.* (1900, 1 Ch. 43) STIRLING, J., applied *Smout* v. *Ilbery* without any suggestion that its authority had been impugned. The recent decision of the Court of Appeal in *Yonge* v. *Toynbee* (1910, 1 K. B. 215) shews that the opinion of KEKEWICH, J., was correct, and that *Smout* v. *Ilbery*, so far as it makes the principle of *Collen* v. *Wright* depend on any wrong or omission on the part of the agent, must be taken to be overruled. The principle of *Collen* v. *Wright*, as reinforced by *Starkey* v. *Bank of England* (1903, A. C. 114), imposes on the agent the burden of giving an absolute warranty of his authority, unless this is expressly or impliedly excluded at the time when he professes to act under it.

In *Smout* v. *Ilbery* (*supra*) the general principle of warranty of authority was not recognized, and ALDERSON, B., who delivered the judgment of the Court of Exchequer, dealt in detail with the various cases in which an agent was liable. These were (1) where he makes a fraudulent representation of his authority with intent to deceive; (2) where he has no authority and knows it, but nevertheless makes a contract as though he had; and (3) where, not having in fact authority to make the contract as agent, he yet does so, under the *bonâ fide* belief that such authority is vested in him. In the first two cases the liability of the agent is, of course, clear; in the first case he is liable in respect of the fraud, in the second in respect of the misrepresentation of a fact peculiarly within his own knowledge. And the learned baron held that, as a general rule, the agent was liable in the third case also. "It is a wrong differing only in degree, but not in its essence, from the former case, to state as true what the individual making such statement does not know to be true, even though he does not know it to be false, but believes without sufficient grounds that the statement will ultimately turn out to be correct." But the circumstances in *Smout* v. *Ilbery* suggested a qualification of the rule. An agency actually existed—that of a married woman for her husband—when the purchase of goods under it commenced. The husband went abroad and died on the voyage. More goods were purchased after his death, but before it was known in this country. Here there was no fresh representation made after the determination of the agency, and the widow was not personally in default. "The continuance of the life of the principal," said ALDERSON, B., was, "under these circumstances, a fact equally within the knowledge of both contracting parties. If, then, the true principle derivable from the cases is that there must be some wrong or omission of right on the part of the agent, in order to make him personally liable on a contract made in the name of his principal, it will follow that the agent is not responsible in such a case as the present." Such he considered was the principle, and such the result.

But *Smout* v. *Ilbery*, though imposing liability on the agent in nearly all circumstances, did not lay down a general rule as to the ground of the liability, and it was at that time thought that, in the absence of an actual principal, he was properly sued as

being himself personally liable on the contract. But this contradicts the terms of the contract, and in *Collen* v. *Wright* (*supra*) a new ground of liability was established—namely, that the agent warrants his authority. In that case COCKBURN, C.J., dissented, but the rest of a strong court in the Exchequer Chamber concurred in recognizing an implied promise by the agent. "If," said WILLES, J., "one of the two in such cases is to suffer, it ought not to be the person who is guilty of no error, but he who by an untrue assertion, believed and acted upon as he intended it should be, and touching a subject within his peculiar knowledge, *and as to which he gave the other party no opportunity of judging for himself*, has brought about the damage. The obligation arising in such a case is well expressed by saying that the person professing to contract as agent for another impliedly undertakes with the person who enters into such a contract upon the faith of his being duly authorized, that the authority he professes to have does in point of fact exist." The words in italics are not in the report in 8 E. & B, p. 657, but are in 6 W. R., p. 124, and 27 L. J. Q. B., p. 217.

It has been held in *Firbank's Executors* v. *Humphreys* (18 Q. B. D. 54) and in *Starkey* v. *Bank of England* (*supra*) that this principle is not confined to the case where the professing agent enters into a contract, but to all cases where he induces another to have a transaction with him on the footing of the agency. "The rule to be deduced," said Lord ESHER, M.R., in the former case, "is that where a person, by asserting that he has the authority of the principal, induces another person to enter into any transaction which he would not have entered into but for that assertion, and the assertion turns out to be untrue, to the injury of the person to whom it is made, it must be taken that the person making it undertook that it was true, and he is liable personally for the damage that has occurred." There directors had issued debenture stock when the borrowing powers of the company were exhausted, and they were held personally liable. In *Starkey* v. *Bank of England* (*supra*) it was held that a stockbroker, who in good faith induced the bank to transfer stock on the faith of a power of attorney in his own favour, which was in fact forged, was liable to make good the stock to the bank, and Lord DAVEY in the course of his judgment said that it was utterly immaterial whether the supposed agent knew of the defect of his authority or not.

The question remains whether the liability of the agent does in any way rest upon his own default, so that he can escape from the burden of the guarantee if he can shew that he had the authority when he first acted upon it, and that in continuing to act upon it after it has determined he is not chargeable with any omission. In *Salton* v. *New Beeston Cycle Co.* (*supra*) a solicitor who had been retained to act for a company continued to act for it after his authority had been revoked by the dissolution of the company, and STIRLING, J., held that he was not liable for the costs of the other side incurred after the dissolution but before he knew, or by the exercise of due diligence might have known, of that fact. In so holding, he acted on the authority of *Smout* v. *Ilbery* (*supra*), and there appears to have been no suggestion that the authority of that case had been impeached by *Collen* v. *Wright*. It was admitted that ordinarily a solicitor is liable as agent. "A solicitor," said the learned judge, "is an agent of a special kind. By entering an appearance on behalf of his client, he represents or warrants to the other party that he has authority so to do; if it turns out that he has not, he is liable." But the solicitor, he continued, in the further stages of the action, does not warrant more than "good faith, including the use of due diligence in ascertaining whether anything has happened which may have the effect of terminating his authority." But, as pointed out above, KEKEWICH, J., in *Halbot* v. *Lens* (*supra*) regarded *Collen* v. *Wright* as inconsistent with the exception in *Smout* v. *Ilbery* in favour of an agent who has continued to act without default on his part; and the prominence which was given in *Starkey* v. *Bank of England* to the doctrine of warranty has, perhaps, made it inevitable that the exception should be formally overruled.

This has been done in the present case of *Yonge* v. *Toynbee* (*supra*), which was similar to *Salton* v. *New Beeston Cycle Co.* (*supra*) in that it concerned the liability of solicitors for costs. Solicitors were, in August, 1908, retained by the defendant TOYNBEE to act for him in an action which he expected to be brought against him. Early in the following October he became of unsound mind. The solicitors knew that he was unable to attend to business, but did not know of his insanity. An action was commenced on the 26th of October, and the solicitors entered an appearance. That action was discontinued and a fresh action commenced on the 19th of December, in which also they entered an appearance. Proceedings were taken in this action, but, in April, 1909, before it came on for trial, the solicitors became aware of the defendant's insanity, and at once informed the plaintiff's solicitors. The plaintiff claimed that they were liable for his costs which had been thrown away. The Court of Appeal (VAUGHAN WILLIAMS, L.J., BUCKLEY, L.J., and SWINFEN EADY, J.) allowed this claim, though not without doubt on the part of VAUGHAN WILLIAMS, L.J. The principle established by *Collen* v. *Wright* is that the agent warrants his authority; and this is absolute. It applies whether he is personally in default as regards information as to his principal or not, and it applies whether he has no authority in the beginning or whether, having had such authority, it has been revoked by an event of which he is ignorant. "In my judgment," said SWINFEN EADY, J., "*Smout* v. *Ilbery* can no longer be regarded as law, if and so far as it decided that an agent continuing to act without knowledge of the revocation of his authority is not under liability to the other party for his warranty or representation of authority"; and hence, also, *Salton* v. *New Beeston Cycle Co.* (*supra*) must be taken to be overruled.

It was hardly possible, after the recent confirmation by the House of Lords of the principle of *Collen* v. *Wright*, to preserve the exceptional treatment of the case of an agent whose authority is revoked without his knowledge while he is in the course of acting on it; though, as BUCKLEY, L.J., pointed out, the implied contract of warranty may be excluded by the facts of the particular case. There is no warranty if the professing agent, expressly or impliedly, puts on the other party the risk of his authority being in existence. It should be added that SWINFEN EADY, J., considered that, apart from *Collen* v. *Wright*, the proper conduct of litigation required that parties should be able to rely upon the opposing solicitor being properly authorized, and that this liability ought to be enforced as a disciplinary matter. "Whatever the legal liability may be, the court, in exercising the authority which it possesses over its own officers, ought to proceed on the footing that a solicitor assuming to act in an action for one of the parties to the action warrants his authority."

Conditions of Sale as to Outgoings, Easements, Tenancies, &c.

ON a sale of land, it is usual, in the interest of the vendor, to insert in the conditions of sale a condition that the property is sold subject to all chief and other rents, rights of way and water, and other easements (if any) affecting the same. Possibly the object and operation of this condition, which, as above stated, is in common form, is not always fully appreciated. However, this may be, it is remarkable that the condition is seldom to be found either placed in a fitting context or standing alone as a separate condition. In many forms of conditions of sale it appears tacked on to, or followed in the same paragraph in which it occurs with, a reference to a variety of rights and interests affecting the property, mention of which is made with the sole object of giving notice to the purchaser of their existence. Now the object, and, in the words of KINDERSLEY, V.C., in *Russell* v. *Harford* (L. R. 2 Eq. 507, at p. 512), the only purpose of the condition in common form is to protect the vendor from liability in case it should appear after the sale that the property sold was subject to some right of way or water or other easement in favour of some third person, the existence of which was unknown to the vendor. Incidentally, it may be added, the condition has the effect of obviating for the vendor

the necessity of having to prove, in answer to requisitions, a negative proposition.

The liability to which a vendor may be subjected if the condition be omitted, is a liability at law to damages for breach of contract, and, in equity, to specific performance of the contract, with compensation, at the suit of the purchaser. Having regard, no doubt, to this latter liability, the condition is included in Davidson's collection of Precedents (1 Dav. Prec. (2nd ed.), p. 549) as part of a larger condition dealing with the description of the property and the right of the purchaser to compensation or otherwise in respect thereof. This appears to be correct, for although it has been decided (*Debenham* v. *Sawbridge*, 1901, 2 Ch. 98) that the ordinary condition as to compensation for misdescription of the subject-matter of the sale is not applicable to the case of a defect of title, and although the existence of an easement, such as a right of way over the property, is in a sense a defect of title, it is a defect nevertheless which should appear from the description of the property sold, and for which, if not shewn, compensation may be claimed as for an error of description under the usual compensation clause: *Ashburner* v. *Sewell* (1891, 3 Ch. 405).

Sometimes the words "or now or heretofore used or enjoyed in respect of any property of the vendor not comprised in the present sale" are added to the common form condition. These words are inserted apparently with a view to reserving for the benefit of property retained by the vendor rights and easements corresponding with *quasi*-rights and easements enjoyed during unity of ownership. This is matter totally foreign to the object of the common form condition, which, as already pointed out, is understood to have reference only to unknown rights and easements, and should clearly be made the subject of a separate condition in order to avoid the introduction of any ambiguity, which might otherwise arise from the context, as to what are the particular easements intended to be reserved.

Another addition to the common form condition very commonly met with in practice is the mention, more or less specifically, of rights of adjacent owners, and of leases and tenants' claims to compensation thereunder. It is no doubt the case that rights of adjacent owners, though well-known to the vendor to exist, are often not susceptible of any very specific or accurate description. They may be merely such as are reasonably necessary for the reasonable and comfortable use of the adjoining property, and may have arisen either by prescription or by implied grant upon a severance of the latter property effected by the vendor upon the occasion of a former sale thereof. In such cases it is apprehended that the vendor's duty of disclosure, which rests on the unfairness of any surprise, may be fully performed by the use of a condition pointing much less specifically to the existence of the rights to which it is desired to call the purchaser's attention than would be necessary if exceptional easements had been expressly granted, or if the property were subject to burdensome covenants: compare *Nottingham Patent Brick and Tile Co.* v. *Butler* (16 Q. B. D. 778). This, however, can be no justification for including a reference to any such rights—which reference, apart at any rate from the context in which it occurs, might reasonably be regarded as a sufficient disclosure of the rights intended to be disclosed thereby—in a condition the main object of which is not disclosure at all. Such a practice must obviously tend to obscure the meaning of the superadded words to the extent in some cases of jeopardizing the object for which they are inserted.

The addition to the same condition of a reference to subsisting leases and to tenants' claims to compensation thereunder, though not perhaps equally conducive to misconstruction, is open to the same objection in principle. Except for the purposes of the conveyance, there appears to be no necessity for an express reference to tenants' rights to compensation. All such obligations upon covenants made by a landlord with his tenant as are properly incident to the relation of landlord and tenant run with the reversion: *Eccles* v. *Mills* (1898, A. C. 360; discussed 54 SOLICITORS' JOURNAL, p. 193). For this purpose it is not necessary that the obligation should amount to a charge on the reversion; it is sufficient that it is properly incident to the relation of landlord and tenant and thus constitutes a term of the tenancy. Having regard to the definition of "landlord" contained in section 48 of the Agricultural Holdings Act, 1908, as "any person for the time being entitled to receive the rents and profits of any land," it seems clear that claims for compensation under the Act, whether arising in respect of improvements for which the Act requires the consent of the landlord to be obtained or notice to be given to him or not, and corresponding obligations, are placed by the Act upon the same footing as rights and obligations expressly created by the contract of tenancy. If this be the case, it would seem to be sufficient, in order to avoid any possible objection on the part of the purchaser founded on surprise or hardship, to make the usual offer of production and inspection of the leases under which the tenants hold, together with all consents and notices given by, or served upon, the vendor in pursuance of the Act. But, for the purposes of the conveyance, as the covenant implied by conveying as beneficial owner applies to all incumbrances created by the vendor, and, as it is at least arguable that the right of a tenant to compensation arising on consent or notice being given pursuant to the Act may be such an incumbrance, it will be proper in the case of agricultural land to include a reference to such rights in the condition as to conveyance.

Finally, it may be observed that the proper place in which to mention easements and rights known to the vendor subject to which it is desired that the property shall be sold is the particulars of sale. If the particulars have already been prepared stating merely that the property is sold subject to the annexed conditions, but containing no express mention of the rights and easements to which it is intended the property shall remain subject in the hands of the purchaser, a special condition should be introduced calling the attention of the purchaser in plain language to the rights and easements subject to which the property is sold and will be conveyed. Such a condition, it is suggested, may conveniently precede the common form condition relating to unknown rights and easements, and the two conditions may then run as follows:—

> "The property is sold, and will be conveyed, subject to the existing leases and tenancies, and all allowances to, and claims for compensation, and other rights, of the tenants and to [*here state, as specifically as the circumstances admit, the easements, rights of adjoining owners and other rights, and restrictive covenants (if any) to which it is desired to call the purchaser's attention*]"
>
> "The property is also sold subject to all chief, quit and other rents and to all incidents of tenure, and to all rights of way, water, lights, drainage, and other easements and rights of common (if any) affecting the same" (see 2 K. & E. (9th ed.), p. 259, form 5).

The Late Mr. Thomas Marshall.

THE death occurred last week of the well-known Leeds County Court Registrar, to whom was largely due the organization of the country law societies into one representative body—the Associated Provincial Law Societies, and who acted as honorary secretary of (and some people were occasionally apt to say, controlled) that organization for many years. Mr. MARSHALL was in many respects a remarkable man, not only for his force of character and great ability, but for his wide interests: an exceptionally competent county court registrar, frequently consulted by the authorities with regard to alterations in the County Court Rules, and at the same time a profound Greek scholar and an ardent devotee of music—the chairman for many years of the executive committee of the Leeds Triennial Musical Festivals; a keen politician, and in his younger days a considerable athlete.

His life was mainly spent at Leeds, where his name was a household word. His father, Mr. T. H. MARSHALL, was county court judge of the Leeds circuit for over a quarter of a century. The future registrar was educated at the Merchant Taylor's School and St. John's College, Oxford, where he was graduated second class in classics. He served his articles with Messrs. Payne, Eddison & Ford, solicitors, of Leeds, and was admitted in 1860. He commenced practice, but five years later was appointed Registrar of the Leeds County Court; Mr. CHARLES CAUTHERLEY being subsequently added as joint registrar in consequence of the increase of business of the court. He always shewed a keen interest in matters affecting solicitors, and acted for many years as honorary secretary of the Leeds Law Society. Long

ago he was elected a member of the Council of the Law Society, and held that position up to his death. He was also, we believe, president of the County Court Registrars' Association. His long experience in the affairs of the profession naturally gave him great influence in its counsels, which was not diminished by the forcible way in which his opinions were expressed. In every committee or body of persons it is the strong man with clear and confident views who prevails, and Mr. MARSHALL's views were ordinarily of this description.

We have spoken of his devotion to Greek literature, with which the shelves of his library were stored. But his interests extended to general literature, and the lectures he delivered in connection with the Leeds Philosophical and Literary Society ranged over such diverse subjects as "The Influence of Local Causes in National Character," "The Works of Charles Dickens," "Progress and Improvement," "Roger Bacon" and "The Art of Government."

Mr. MARSHALL had not been well during the last two or three years, and after his return from a recent visit to London he was attacked with bronchial asthma, to which he succumbed. He had reached the age of seventy-eight years. A few days before his death, his only son, Mr. HORACE MARSHALL, had been appointed second Stipendiary Magistrate for Leeds.

Reviews.

Roman Law.

ROMAN LAW EXAMINATION GUIDE. By J. A. SHEARWOOD, Barrister-at-Law. SECOND EDITION. Sweet & Maxwell (Limited).

This is a useful little book of some 200 pages, one half of which is taken up with analyses and tables giving a succinct statement of rules, points, and dates, etc., likely to be most often wanted by prospective examinees and others interested in Roman Law. The other half of the book consists of questions set in examinations in Roman Law during the last few years, with answers. The whole forms a very handy little book of reference, and, properly used, will often save time in the search for a date, name, or reference. Some of the answers to questions, however, have been written rather hastily and scantily, and considerable improvement is possible in the way of correcting misprints that occasionally lead to obscurity, and keeping to one uniform method of citation of passages from the Corpus Juris: p. 153 illustrates this defect. Tribonian's name is incorrectly spelled on p. 90. The same page also affords an instance of an incorrect (or incomplete) answer. The first of the questions is: "In what parts of the British Empire is Roman-Dutch law in force at the present day?" The answer given is: "In Ceylon, British Guiana, the Cape, and the Transvaal." Most examiners would not be satisfied with this—seeing that nothing is said of the Orange River Colony, Natal, and the southern part of Rhodesia. Many of the questions and answers are, however, likely to stimulate the student to hunt up things for himself. One of the most useful features in the first part of the book is a chronological list of *senatus consulta*.

The Medico-Legal Society.

TRANSACTIONS OF THE MEDICO-LEGAL SOCIETY FOR THE YEAR 1908-1909. VOL. VI. Fred. J. Lamb, Clapham Junction.

This volume consists for the most part of papers read before the society and discussions on them. There are also an account of an annual dinner, some special resolutions, obituary, and the rules of the society, with list of members. One is apt to think of a member of any such composite society as a sort of Dr. Jekyll and Mr. Hyde. But the two characters of lawyer and doctor are kept quite distinct in these pages, and honours are about equally divided. Mr. Justice Walton's paper on "A Plea for Correct Thinking" comes first, and the last of the papers is one by Mr. Bernard Shaw (whose precise qualification to be a member does not appear) on "The Socialist Criticism of the Medical Profession," the discussion on the latter being conducted entirely by doctors, as was fitting. Mr. Bernard Shaw's paper is, of course, both interesting and amusing. Many of the other papers are also well worth the perusal of lawyers who are not specially interested in medical jurisprudence. There is one paper on "Heredity and Affiliation," and two on "The Workmen's Compensation Acts," which perhaps appeal to the general lawyer more strongly than the others. But the level of all the papers and discussions on them is distinctly high, and even the purely medical papers have a great deal in them that is interesting. "Hæmothymia" is a little blood curdling.

Books of the Week.

Stone's Justices' Manual: being the Yearly Justices' Practice for 1910, with Table of Statutes, Table of Cases, Appendix of Forms, and Table of Punishments. Forty-second Edition. Edited by J. R. ROBERTS, Esq., Solicitor. Shaw & Sons; Butterworth & Co.

The Students' Conveyancing. By ALBERT GIBSON and ROBERT MCLEAN. Ninth Edition. By WALTER GRAY HART, LL.D. The "Law Notes" Publishing Office.

Indermaur and Thwaites' Principles and Practice in Matters of and Appertaining to Conveyancing: Intended for the Use of Students and the Profession. Third Edition. By CHARLES THWAITES, Solicitor. George Barber, Furnival Press.

The Jurisdiction and Practice of the Mayor's Court, together with Appendices of Forms, Rules, and Statutes Specially Relating to the Court. Third Edition. By LEWIS E. GLYN, K.C., and FRANK S. JACKSON, Barrister-at-Law, Assistant Judge of the Mayor's Court. Butterworth & Co.

Housing and Town Planning in Great Britain: being a Statement of the Statutory Provisions Relating to the Housing of the Working Classes and to Town-planning, including the Housing, Town-planning, &c., Act, 1909. By W. ADDINGTON WILLIS, LL.B. (Lond.), Barrister-at-Law. Butterworth & Co.; Shaw & Sons.

Criminal Appeal Cases: Reports of Cases in the Court of Criminal Appeal, August 20th to December 20th, 1909. Edited by HERMAN COHEN, Barrister-at-Law. Vol. III., Part X. Stevens & Haynes.

The Law Magazine and Review: A Quarterly Review of Jurisprudence, being the Combined Law Magazine founded in 1828 and the Law Review founded in 1844. Vol. XXXV., No. 355, February, 1910. Jordan & Sons (Limited).

Correspondence.

Co-trustees of the Public Trustee.

[*To the Editor of the Solicitors' Journal and Weekly Reporter.*]

Sir,—The enactment which makes the consolidated fund a surety for the Public Trustee does not seem to touch the responsibility of his co-trustees. These, then, will be liable to the same extent as in the case of ordinary trusts. Trustees, as a rule, are not apt to trouble themselves more than they consider necessary with the business of the trust; and when associated with a public official having the guarantee of the State behind him it is likely that they may in many instances assume that they may properly and safely leave the management and control of the trust concerns to him. Persons who contemplate allowing themselves to be appointed to such a trusteeship should therefore be warned against such false security, and advised that in the event of an official error they might find themselves called upon by the beneficiaries to make good the resulting loss or (which is more probable) by the Treasury to recoup a share of the sum paid under the statutory guarantee.

It is suggested that when a private person is associated with the Public Trustee the instrument creating the trust might contain clauses to the following effect:—

The Public Trustee shall as custodian trustee have the custody of all securities and title deeds belonging to the trust.

The co-trustee shall not be responsible for any loss which may occur by reason of any act or default of the Public Trustee in which such co-trustee has not actively participated or which he has not rendered possible otherwise than by allowing the Public Trustee to have the sole management or control of the business relating to the trust or any part thereof.

It is assumed that this latter clause would be a complete bar to a claim on the part of the Treasury for contribution from the co-trustee.

HERBERT E. BORROW.

41, The Avenue, Kew Gardens, Feb. 7.

[See observations under "Current Topics."—Ed. *S.J.*]

Points to be Noted.

Common Law.

Workmen's Compensation—"Actio personalis moritur cum persona."—The right of a dependant of a deceased workman to take proceedings and recover compensation under the Act of 1906 does not die with the dependant, but passes (subject to the statutory limitation of action) to the dependant's personal representatives.—UNITED COLLIERIES (LIMITED) *v.* SIMPSON (H. L., June 24) (53 SOLICITORS JOURNAL, 630; 1909, A.C. 383).

Workmen's Compensation—"Average Weekly Earnings."—By Schedule I., s. 2 (a), of the Workmen's Compensation Act, 1906, the workman's "average weekly earnings," on which the scale of compensation is to be based, "shall be computed in such manner as

is best calculated to give the rate per week at which the workman was being remunerated." In this calculation regard must be had to the known and recognized incidents of the employment, and if discontinuous work is one of these, the average must be computed from full and idle weeks alike.—ANSLOW *v.* CANNOCK CHASE COLLIERY CO. (LIMITED) (H. L., May 17) (53 SOLICITORS' JOURNAL, 519; 1909, A. C. 435).

Nuisance—Negligence—Motor Omnibus.—The proprietors of a motor omnibus are not liable on the ground of nuisance for injuries sustained by a passenger in the omnibus through its skidding on a greasy road; nor are they liable for such injuries on the ground of negligence, in the absence of proof of specific negligence on the part of their servants.—WING *v.* LONDON GENERAL OMNIBUS CO. (LIMITED) (C.A., June 17, July 16) (53 SOLICITORS' JOURNAL, 713; 1909, 2 K. B. 652).

Acknowledgment in Writing by One of Several Obligors.—Section 3 of the Civil Procedure Act, 1833, limits the right of action on a specialty debt; and section 5 excepts from section 3 debts of which acknowledgment has been made by part payment or by writing signed by the party liable. In *Roddam* v. *Morley* (1857, 5 W. R. 510, 1 De G. & J. 1) it was held that part payment by one of several obligors was a good acknowledgment by the others, and it was suggested by the judges in that case that writing signed by one of several obligors stood on the same footing. This last observation is good law; and parol evidence of such writing may be given.—READ *v.* PRICE (C. A., June 28, 29) (1909, 2 K. B. 724).

Distress—Rent Due on Sunday.—Rent due on a Sunday may lawfully be paid on that day, Sunday not being at common law a *dies non*. A distress may therefore be levied on the following Monday for rent due but not paid, on a Sunday.—CHILD *v.* EDWARDS (Ridley, J., July 6) (1909, 2 K. B. 753).

Railway Constables.—Under the Great Eastern Railway (General Powers) Act, 1900, s. 50, and similar enactments, two justices have power to appoint special constables for the purposes of the company on the company's application. Such constables are the servants of the company, and the company is liable for their acts done in the course of their employment.—LAMBERT *v.* GREAT EASTERN RAILWAY, C.A., July 15) (53 SOLICITORS' JOURNAL, 732; 1909, 2 K. B. 776).

CASES OF THE WEEK.

House of Lords.

CHISLETT *v.* MACBETH & CO. (LIM.). 7th Feb.

MASTER AND SERVANT—WORKMAN—SEAMAN—"PERSON EMPLOYED OR ENGAGED IN ANY CAPACITY ON BOARD ANY SHIP"—"RIGGER"—EMPLOYERS' LIABILITY—MERCHANT SHIPPING ACT, 1854 (17 & 18 VICT. C. 104), S. 2; EMPLOYERS AND WORKMEN ACT, 1875 (38 & 39 VICT. C. 90), S. 2; EMPLOYERS' LIABILITY ACT, 1880 (43 & 44 VICT. C. 42), S. 8.

The plaintiff was engaged by the defendants as a rigger, to do work on one of their ships then in dock. While engaged, with four other hands, in unmooring the ship, in order to take her to another part of the docks, he met with an accident, in respect of which he claimed compensation in the county court in an action brought under the Employers' Liability Act, 1880.

Held, that the plaintiff was not a "seaman" and could bring the action under that Act.

Decision of the Court of Appeal (1909, 2 K. B. 84, *reported* 53 SOLICITORS' JOURNAL 715), *reversing decision of Divisional Court* (1909, 1 K. B. 36) *affirmed.*

Appeal by Macbeth & Co. (Limited), ship owners, of Glasgow, against a judgment of the Court of Appeal, holding that the word "seaman" in the Employers' Liability Act, 1880, was not defined by the Merchant Shipping Act, 1854, but bore its ordinary signification, and did not therefore include a man who was occasionally employed in warping a vessel from one side of a dock to another. The plaintiff had been to sea for something like thirty-five years, but for the last five years previously to the accident had worked as a rigger, which employment included the mooring and moving of vessels. Chislett was employed by the appellants, Macbeth & Co., on the 28th of June, 1908, to assist in moving their steamship *The Strathnevis*, then lying on the west side of the Langton Dock, Liverpool, to the other side of the dock. While so at work one of the ropes by which the vessel was made fast to the quay, and on which the men were then heaving, gave way, and caused the injuries of which he complained in the action. At the trial in the Liverpool County Court the question was raised whether the plaintiff was not a seaman, and therefore unable to sue under the Act of 1880. By section 8 of the Employers' Liability Act, 1880, the expression workman means a railway servant and any person to whom the Employers and Workmen Act, 1875, applies. Section 13 of the latter Act provides "that this Act shall not apply to seamen or to apprentices to the sea service." The Merchant Shipping Act, 1854, s. 2, provides that the word "seaman" shall include "every person . . . employed or engaged in any capacity on board any ship." The county court judge held that the plaintiff was not a seaman within the meaning of section 2 of the Merchant Shipping Act, 1854, and entered judgment for him for £50. The Divisional Court reversed that decision and entered judgment for Macbeth & Co. (Limited). The plaintiff successfully appealed to the Court of Appeal, and they ordered that the judgment of the county court should be reversed. The employers thereupon brought this appeal. The case having been fully argued,

Lord LOREBURN, C., said he thought that no ground had been shown for disturbing the judgment of the Court of Appeal. It had been argued by the appellants' counsel, first, that the man was a "seaman" within the expression as used in the Merchant Shipping Act. The work the man was employed on at the time of the accident was that of a "rigger," not that of a sailor. The Employers' Liability Act, 1880, did not say that you must refer to the Act of 1854 for the definition of the term "seaman." It would add a new terror if one had to adopt an unnatural meaning to any given ordinary term, because by reading back from one Act to another there might appear to be some argument possible for its adoption. Then it was contended by the appellants' counsel that, apart altogether from the Act of 1854, the man was a "seaman." His lordship did not agree. The question was whether the man was a seafaring man, and was working as one for the appellants at the time of the accident. It was true that his work was in connection with a ship, but it had only to do with the ship while she lay in dock, and elements which constituted a seafaring life were absent.

Lords MACNAGHTEN, ATKINSON, COLLINS, and SHAW OF DUNFERMLINE concurred, the latter pointing out that the decision given by the House was happily in accordance with the view expressed by the Scotch court in *Oakes* v. *Minkland Iron Co.* (11 Sess. Cas., 4th Series, p. 57). He agreed with Farwell, L.J., that on a question of this sort it was desirable that the decision in the Scotch court and in the courts of this country should, if possible, be uniform. Appeal dismissed with costs.—COUNSEL, *Horridge*, K.C., and *A. Hyslop Maxwell*, for the appellants; *Leslie Scott*, K.C., and *W. Hanbury Aggs*, for the respondent. SOLICITORS, *Walker, Son, & Field*, for *Weightman, Pedder, & Co.*, Liverpool; *Milner & Bickford*, for *Edward Lloyd*, Liverpool.

[Reported by ERSKINE REID, Barrister-at-Law.]

ROSIN AND TURPENTINE IMPORT CO. (LIM.) *v.* B. JACOBS & SONS (LIM.). 1st Feb.

CARRIER—EXEMPTION—"EVERY REASONABLE PRECAUTION IS TAKEN FOR SAFETY OF GOODS"—LIGHTERMAN NOT LIABLE "FOR LOSS OR DAMAGE, INCLUDING NEGLIGENCE, WHICH CAN BE COVERED BY INSURANCE"—AMBIGUOUS DOCUMENT—LIABILITY OF LIGHTERMEN.

A firm of lightermen contracted to lighter shippers' goods upon the terms of the following clause, which appeared upon their invoices and memoranda:—"The rates charged by B. Jacobs & Sons (Limited) are for conveyance only, and every reasonable precaution is taken for the safety of the goods whilst in craft; they will not be liable for any loss or damage, including negligence, which can be covered by insurance, and the shipper, in taking out the policy, should effect same 'without recourse to lightermen,' as B. Jacobs & Sons (Limited) do not accept responsibility for insurable risks." Some goods shipped by the plaintiffs under the above terms were damaged by the defendants' negligence.

Held (Lord Collins *dissenting*) *that the defendants were protected by the above quoted clause.*

Appeal by the plaintiffs from a decision of the Court of Appeal (Farwell and Kennedy, L.JJ., Cozens-Hardy, M.R., dissenting) (reported 25 Times L. R. 687), which reversed a decision of Bray, J. The action was brought against the defendants to recover damages for breach of contract or breach of duty as lightermen. The plaintiffs employed the defendants to lighter a cargo of 1,000 barrels of rosin on board the steamship *Aeolus*, then lying at West Woolwich Buoys, to another ship. One of the lighters sank, but was subsequently raised with 361 barrels of rosin in her. These barrels were delivered by the defendants in a damaged condition. The plaintiffs alleged that it was the duty of the defendants to deliver the goods in the like good order and condition as they received them, but that in breach of their duty as common carriers they had failed to do so. The defendants relied on the clause printed on the contract set out in the headnote to their report, and denied that they were common carriers.

Lord LOREBURN, C., said that the controversy turned on the construction to be put on a short clause in a document, as to which judges had differed. For himself, he agreed with the majority of the judges of the Court of Appeal. The principle was that if a shipowner desired to get rid of his obligations he must say so clearly, but here there was no contradiction, no ambiguity in the terms used. He moved that the appeal should be dismissed.

Lords MACNAGHTEN, ATKINSON, and SHAW agreed with the Lord Chancellor.

Lord COLLINS dissented. It was clear that the defendants in this case were liable if they had not by plain and unambiguous language exempted themselves from liability. Applying the undisputed legal principles to the clause in question, he thought the respondents should

be held liable.—Counsel, *Scrutton*, K.C., and *Dawson Miller; Bailhache*, K.C., and *Leck*. Solicitors, *W. A. Crump & Son; Ballantyne, McNair, & Clifford*.

[Reported by Erskine Reid, Barrister-at-Law.]

Court of Appeal.

FORMBY BROS. *v.* E. FORMBY. No. 1. 1st and 2nd Feb.

Principal and Agent—Principal not Disclosed in Contract made by Agent—Evidence in County Court given by Plaintiffs that Defendant was, as the Administratrix of Principal, Liable, and not as Agent—No Objection to this Evidence taken then, although in Conflict with Written Contract—Appeal from County Court on Questions of Law—County Court Rules.

R., as agent for his father-in-law, contracted with the plaintiffs that they should build for him two houses for a fixed sum, to be paid as the work proceeded by instalments. The last instalment became due, and R. refused to pay. The plaintiffs brought their action to recover £50 in the county court against the administratrix of the undisclosed principal, and called evidence to prove that R. acted only as agent. No objection was taken by the defendant that such evidence was inadmissible, and judgment was entered for the plaintiffs. The defendant appealed. The Divisional Court held that the evidence being inadmissible, the defendant was entitled to judgment.

Held, on appeal to the Court of Appeal, that objection not having been taken to the evidence in the county court it was not open to the defendant to appeal on that point against the judgment of the county court judge who had admitted the evidence.

Per Vaughan Williams, L.J.: *The decision in* Humble *v.* Hunter (12 *Q. B.* 310) *remained good law. He did not share the doubt which Lord Russell, C.J., expressed as to whether* Humble *v.* Hunter *was an authority at the present time in* Killick & Co. *v.* W. R. Price & Co. and the Lingfield Steamship Co. (Limited) (*as reported in* 12 *Times L. R., at p.* 264).

Appeal from the Divisional Court reversing a judgment of the Ormskirk and Southport county court judge. The plaintiffs, a firm of builders, carrying on business at Formby, sued the defendant, Elizabeth Formby, the administratrix of one Thomas Formby deceased, to recover £50 alleged to be due under a building contract. The plaintiffs alleged that the contract was made with James Rimmer, a son-in-law of the late Thomas Formby, as agent for the latter, and the county court judge, accepting this evidence, gave judgment for the plaintiffs for the amount claimed. The Divisional Court, however, set aside that judgment, holding that no evidence was admissible to shew that Rimmer acted as Thomas Formby's agent in the matter, since in the contract he was treated as principal. In support of the appeal it was argued that the objection to the evidence of agency was not admissible on appeal to the Divisional Court, as it was not taken on behalf of the plaintiffs in the county court, and therefore there was no right of appeal on that point.

Vaughan Williams, L.J., in giving judgment, said that this was an instructive case as to the administration of the law with regard to appeals from county courts. A great deal had been heard lately as to the question of the extension of the jurisdiction of the county courts, and a very high authority had stated that one reason for the extension was that justice ought to be done at the "doors of the people." All he had to say was that if the jurisdiction of the county courts was to be extended, he hoped that those who had the duty of making the extension would not forget that it was highly desirable that some alterations should be made in the rules with regard to appeals from county courts. When the county courts Acts were passed they were Acts which dealt with courts the original name of which had been "Courts for the Recovery of Small Debts." He thought that the Legislature had shewn wisdom in adopting the course which they did with a view to avoid multiplicity of trials and appeals, when they said that a county court judge's decision on a question of fact was to be final and appeals on a question of law should be very strictly brought. But it seemed to him that if justice was to be brought to the "doors of the people" in the way suggested, it was not desirable that the old rules should be adhered to. Coming to the present case, the learned lord justice said that on the face of the contract it was plain that it was a contract between Rimmer as proprietor and the plaintiffs as builders, and there was nothing in it by which an undisclosed principal could be made liable. Evidence, however, was tendered in the county court to shew that Rimmer was agent for Thomas Formby. If objection had been taken then to that evidence as being inadmissible, as being evidence which, if admitted, would contradict a written document, there would have been an end absolutely of the plaintiffs' case. The objection, however, was not taken, and consequently it was not open to the defendant on appeal. He regretted the existence of the statutory rule as to the strictness of appeal from the county court on a question of law, for it stood in the way of this court giving such a judgment as would do justice on the merits, but he had no alternative but to allow the appeal. He wished to say something about the case of *Humble* v. *Hunter* (12 Q. B. 310). He did not understand what Lord Russell, C.J., meant when he said in *Killick & Co.* v. *W. R. Price & Co. and the Lingfield Steamship Co. (Limited)* (12 Times L. R., at p. 264): "He (Lord Russell of Killowen) gravely doubted whether *Humble* v. *Hunter* would be recognized as an authority at the present time." For himself, he had not found in any case directly dealing with the subject, or any case dealing with the liability of principal and agent, any alteration of the law as laid down in *Humble* v. *Hunter*. In his opinion it was good law, and he was sorry he could not apply it in the present case, because objection was not taken in the county court.

Farwell and Kennedy, L.JJ., concurred. Appeal allowed with costs.—Counsel, *A. R. Kennedy*, for the plaintiffs; *D. G. Keogh*, for the defendant. Solicitors, *Bentley & Jones*, for *F. E. Kent*, Liverpool; *John Hands*, for *John Sefton*, Liverpool.

[Reported by Erskine Reid, Barrister-at-Law.]

WILLE *v.* ST. JOHN. No. 2. 4th Feb.

Land Transfer—Registration—Restrictive Conditions—Effect of Registration—Building Scheme—Land Transfer Act, 1875 (38 & 39 Vict. c. 87), s. 84—Land Transfer Act, 1897 (60 & 61 Vict. c. 65), Schedule 1.

The effect of registration, under section 84 *of the Land Transfer Act*, 1875, *as amended by Schedule* 1 *of the Land Transfer Act*, 1897, *of restrictive covenants affecting registered land is merely to give notice to all the world of the restrictions, but such registration by itself does not create the restrictions, nor does it create a building scheme, so as to enable a purchaser from the proprietor registering the restrictive covenants to enforce the restrictions* inter se.

This was an appeal from a decision of Warrington, J. (reported *ante*, p. 65). The facts were these. On the 19th of April, 1903, fourteen acres, part of a property known as the Du Cane Estate, at Streatham, were conveyed by their then owner to one of the defendants, Montagu Holmes, and the deed of conveyance contained a covenant by Holmes with the vendors (trustees), their heirs and assigns and the owners or owner for the time being of the family estates to observe the stipulations contained in a schedule thereto, so as to bind the hereditaments thereby conveyed into whosoever hands the same should come. One of such stipulations was a restriction on building, and provided that no building should be erected on any part of the land thereby conveyed other than private dwelling-houses. On the 13th of May, 1903, Holmes, having thus obtained a conveyance of the fourteen acres, caused himself to be registered in the Land Registry as proprietor thereof. At that time no mention was made on the register of any restrictive conditions. On the 6th of April, 1905, Holmes transferred to the plaintiff a plot (part of the fourteen acres), being the plot now in question, and took from the plaintiff a covenant to observe the restrictions contained in the deed of 1903 as to the erection of buildings on the land, and certain further restrictive conditions which had not been included in the conveyance from the Du Cane trustees, but were being newly imposed on Holmes's purchaser. On the same day (April 6th) Holmes caused to be placed upon the register at the Land Registry, in respect of the fourteen acres, the restrictive conditions contained in the deed of 1903, such entry being made by virtue of section 84 of the Land Transfer Act, 1875, as amended by the first schedule of the Land Transfer Act, 1897. The transfer of the plaintiff's plot was registered on the 12th of April, 1905, and there were placed upon the register the restrictions effected by the conditions contained in the instrument of transfer to the plaintiff, as affecting the plaintiff's particular plot. On the 26th of July, 1907, a plot adjoining the plaintiff's plot was granted by Holmes to four other of the defendants, for the purpose of the erection of a Roman Catholic Church and priest's house; and in that conveyance Holmes covenanted—the conveyance being expressed to be subject to the deed of 1903—with the purchasers that, so far as he was concerned, he would not raise any objection to a church being erected on the land if the purchasers should think proper to erect one. The purchasers had since erected a church and priest's house, and the plaintiff brought an action against Holmes and the other four defendants (purchasers from Holmes) asking for a mandatory injunction to pull down the buildings, or for damages. Warrington, J., was of opinion that at the time when the deed of 1903 was executed there was plainly no building scheme. The conditions in question were imposed, not by the common vendor, but by a previous vendor. There had been no laying out of the land by the plaintiff's vendor. If, therefore, the matter rested there, there would be nothing from which the court could infer any intention on the part of the plaintiff's vendor that purchasers from him should be bound by the covenants and should be entitled to enforce them *inter se*. Then the question was whether section 84 of the Land Transfer Act, 1875, as amended by the Act of 1897, made any difference. The section provided that there might be registered as annexed to land a condition that such land was or was not to be used in a particular manner, or any other condition running with or capable of being legally annexed to land, and the first proprietor and every transferee and every other person deriving title from him should be deemed to be affected with notice of such condition. That did not enact that the conditions should be enforceable by the owner of part of the land against an owner of the other part. The section assumed that, independently of the statute, there should be some grant or other legal method by which the conditions should be annexed to the land. There was nothing in the section which said that by mere registration they should be annexed to the land. Even if they had been annexed to the land by being entered upon the register without some previous grant they would not have been effectual to impose such a legal obligation as was sought to be enforced. In the present case the registration gave every transferee subsequent to Holmes notice of obligations already put on the land; it did not affect the legal position created by those conditions. The result was that the

case did not come within the class under which one purchaser could enforce restrictive conditions against another, and the action must be dismissed with costs. The plaintiff appealed.

THE COURT (COZENS-HARDY, M.R., and FLETCHER MOULTON and BUCKLEY, L.JJ.) dismissed the appeal.

COZENS-HARDY, M.R., said that he thought that the judgment of Warrington, J., was perfectly right. The question turned upon the true construction and effect of section 84 of the Land Transfer Act, 1875. In order to deal with that section it was necessary to remember that it was settled law that restrictive covenants could be imposed upon land which would bind not only the covenantor, but also persons claiming under him with notice of the covenant, and it was also settled law that a covenant of that kind did not confer any right upon purchasers from the covenantor unless there was what was called a building scheme. The effect of section 84 was that a man who bought a piece of land as to which a restrictive covenant had been entered into was entitled to put notice of that condition on the register, and in an ordinary case it was his duty to do so; but the contention that putting notice of a condition on the register created a condition seemed wholly without foundation. The argument that the effect of registration was to constitute a building scheme or to entitle one purchaser from Holmes to assert against any other purchaser that the land was subject to these conditions, was not borne out by the section, and seemed entirely inconsistent with any principle of law. It would be most startling if by merely giving notice of a restrictive condition a building scheme could be created, or the consequences produced which the court had said would follow from a building scheme. There was nothing in the judgment of Kekewich, J., in *Ground Rent Development Co.* v. *West* (1902, 1 Ch. 674), which had been relied on by the appellant, that gave any colour to the suggestion that the effect of the entry on the register was to make the land subject to restrictive covenants, not merely as regarded the Du Cane trustees, but as between one purchaser from Holmes and another. The appeal must be dismissed.

FLETCHER MOULTON, L.J., also delivered judgment, dismissing the appeal.

BUCKLEY, L.J., concurred.—COUNSEL, *F. Watt; P. S. Stokes; Rowden*, K.C., and *A. Adams*. SOLICITORS, *Webster & Webster; Fooks, Chadwick, Arnold, & Chadwick; Clowes, Hickley, & Steward*.

[Reported by J. I. STIRLING, Barrister-at-Law.]

High Court—Chancery Division.

Re **CURRIE'S SETTLEMENT.** Joyce, J. 14th Jan.

WILL—ABSOLUTE GIFT—TRUSTS IMPOSED ON ABSOLUTE INTEREST—FAILURE OF TRUSTS—BEQUEST BY REFERENCE IN FAVOUR OF THE TESTATOR, HIS EXECUTORS, ADMINISTRATORS, AND ASSIGNS—RESULTING TRUST.

By his will, R. gave the residue of his estate to his children in equal shares, "Provided" that any share which should belong to any daughter should be paid to the trustees of her marriage settlement upon the trusts of the moneys thereby settled by him upon such daughter, or such of them as should be then subsisting, and capable of taking effect. By his daughter C.'s marriage settlement the ultimate trusts of the moneys settled by her father, the testator, were, in default of issue of the marriage, in favour of the testator, his executors, administrators, and assigns. C. survived R., and died in 1909, *without having had issue.*

Held that C.'s personal representatives were absolutely entitled to her share of the residue, as a bequest by the testator to himself, his executors, and assigns was absolute to himself, and inoperative, and the gift to C. having been absolute in the first place, upon the failure of the trusts created by the proviso it took effect as far as the last-mentioned trusts failed. If, contrary to the finding, a resulting trust arose by reason of the trustees of the settlement having been named to receive the share, the share resulted to C.

Lassence *v.* Tierney (1 *Mac. & G.* 551) *followed.*

By his will, dated the 28th of July, 1854, J. B. Rooper gave the residue of his personal estate, and also the net moneys to arise from the sale thereinbefore declared of his freehold, copyhold, and leasehold hereditaments, upon trust, subject to the payment of debts, testamentary expenses, and legacies, for all and every the child or children of the testator (except his eldest son), who should be living at his decease, and who should attain the age of twenty-one years as tenants in common if more than one, and also the issue living at his decease, and who should attain the age of twenty-one years, or as to daughters marry under that age, of any child or children of his (except the eldest son) living at the date of the testator's will, but who should thereafter die in his lifetime, such issue to take per stirpes, and as tenants in common such share or respective shares only as his or their parent or respective parents would have been entitled to if living. Provided always and the testator directed that the share or shares of and in the trust funds, which, under the trust or provision last thereinbefore contained, would belong to any daughter or daughters of his who, at the time of his decease, should be or had been married, should go, and be paid to the trustee or trustees for the time being of the settlement or respective settlements made on the marriage or respective marriages of such daughter or daughters, and be held by such trustees or trustee upon the same trusts, and for the same intents and purposes, and with, under and subject to the same powers, provisoes, declarations, and agreements as in such settlement or settlements respectively were declared or contained of or concerning the moneys thereby settled by him upon such daughter or daughters, or such of them as should be then subsisting and capable of taking effect. One of the testator's daughters, Caroline, married James Currie in 1834, and under her marriage settlement of that date her father transferred certain funds to trustees upon trusts after the death of the survivor of the husband and wife, if there should be no children of the marriage, for the settlor, J. B. Rooper, his executors, administrators, and assigns, and for his and their own use and benefit, and to be retained or paid to him accordingly. J. B. Rooper died in 1855, leaving Mrs. Currie and other children surviving him. James Currie died in 1860, without there having been issue of his marriage. Caroline Currie died in 1909. Originating summons to determine *inter alia* who, in the events that had happened, were entitled to the share of Caroline Currie of and in the residuary estate, which was transferred by the trustees of J. B. Rooper's will to the trustees of her settlement.

JOYCE, J.—The learned judge having read the trusts of J. B. Rooper's will in favour of the testator's children and the issue of any child dying in the testator's lifetime, said: Stopping at the point down to which I have read in this will, we have a clear gift, in effect absolute, of an aliquot share of the residue of the testator's estate to each child, daughter as well as son, who attains twenty-one and survives the testator. Mrs. Currie was such a daughter. This is a fair and equitable distribution of his estate among his children. [The learned judge then read the proviso directing the daughters' shares to be held upon the trusts of their marriage settlements, and continued:] The will was dated in 1854 and the testator died in 1855. Mrs. Currie survived him more than fifty years, namely, until 1909, when she died without having had issue. Her husband, Mr. Currie, also survived the testator, but predeceased Mrs. Currie in 1860. At the time of the testator's death Mrs. Currie might still, I suppose, have had issue by her then husband or she might have married again. Now, under Mrs. Currie's marriage settlement the ultimate trust of the fund settled by the testator upon Mrs. Currie in default of issue of Mrs. Currie (and, as I have said, there were none) was for her father the testator, his executors, administrators and assigns. If this ultimate limitation had simply been for some person, A., who was living at the date of the will, but afterwards died in the lifetime of the testator, I think it is clear that the trust for A. under the will created by reference to the trusts of the settlement must have failed by lapse, and if authority for this be wanted it is, I think, to be found in the case of *Culsha* v. *Cheese* (7 Hare 236), before Wigram, V.C. I think the result would be the same if the ultimate trust under the will, though limited by reference to the settlement, had been for A., his executors, administrators, and assigns, and, indeed, in the case to which I have referred, the limitation there in question was for three deceased persons, their executors, administrators, and assigns. A devise to A. and his heirs lapses by the death of A. in the lifetime of the testator. In a conveyance or bequest to A., his executors, administrators, and assigns, the words "and assigns" are superfluous, and the words "his executors and administrators" are mere words of limitation denoting or emphasizing the fact that an absolute interest is given. A bequest to A., his executors and administrators becomes inoperative, and fails or lapses by the death of A. in the testator's lifetime: *Elliot* v. *Davenport* (1 P. W. 83), *Stone* v. *Evans* (2 A. & K. 86), and *Maybank* v. *Brookes* (1 B. C. C. 84). A bequest by a testator of a share of residue either immediately or after preceding limitations to himself, or to himself, his executors, administrators, and assigns would, in my opinion, be unmeaning and inoperative for any purpose. No rational testator or draftsman ever intentionally framed such a limitation. No one can take under a will who does not survive the testator. Moreover, the trusts limited by the testator's will of Mrs. Currie's share are the trusts in the settlement declared concerning the moneys thereby settled by the testator upon Mrs. Currie or such of them as shall be then—that is, at and after the testator's death—subsisting and capable of taking effect, which, in my opinion, a trust for the testator, his executors, administrators, and assigns was not. I come to the conclusion that in the events which happened there is no valid effective trust declared by the testator's will of Mrs. Currie's aliquot share of residue upon or after her death without having issue. Now, returning to the proviso, if this, instead of providing that the share of Mrs. Currie should go and be paid to the trustees of her marriage settlement, had merely required the trustees of the will to retain Mrs. Currie's share and hold it upon the trusts, &c., in the settlement declared concerning the moneys thereby settled by the testator on Mrs. Currie, or such of them as should be then subsisting and capable of taking effect, then having regard to what I have already decided, it appears to me tolerably plain that upon Mrs. Currie's death without issue she, or, rather, her representatives, under the rule in *Lassence* v. *Tierney* (1 Mac. & G. 551) would have been absolutely entitled to the trust funds constituting her aliquot share in the residue under the testator's will: see the passage in Lord Davey's judgment in *Hancock* v. *Watson* (1902, A. C., p. 14), where he says: "It is settled law that if you find an absolute gift to a legatee in the first instance and trusts are engrafted or imposed on the absolute interest which fail, either for lapse or invalidity or any other reason, then the absolute gift takes effect so far as the trusts have failed, to the exclusion of the residuary legatee or next of kin as the case may be" (see Underhill on Wills, 178). But the actual proviso did not merely direct the trustees of the will to retain Mrs. Currie's share, but that it should go and be paid to the trustees of her settlement. Does the circumstance of these trustees being the trustees of the share instead of the trustees of the will in the result make any difference? They are to be merely the trustees of the beneficial interest. Looking at the substance of the matter and without

attaching undue importance to the mere form, I think that the circumstance that the trustees to hold Mrs. Currie's share are the trustees of the settlement, and not merely the trustees of the will, makes no real difference. Moreover, the fund settled by the proviso is provided out of a share which, but for the settlement, belonged to the daughter, Mrs. Currie, absolutely. So that if there were any case or any question of a resulting trust, that resulting trust should be, in my opinion, not for the testator in the circumstances of this case, but for Mrs. Currie. If there be no complete effective disposition of Mrs. Currie's share after her death except in the original gift to or for Mrs. Currie, she ought to take under *Lassence* v. *Tierney*. If and so far as not otherwise disposed of, she ought to have it. I hold, therefore, that, according to the true construction of the will, and in the events that have happened, Mrs. Currie's share of the residue devolved upon her death without issue upon her legal representatives or representative. —COUNSEL, *Hughes*, K.C., and *Percy Wheeler; Younger*, K.C., and *Ashworth James; Simonds; Austen Cartmell; Beaumont*. SOLICITORS, *Currie, Williams, & Williams; Rooper & Whately*.

[Reported by A. S. OPPÉ, Barrister-at-Law.]

COX *v.* **HUTCHINSON AND OTHERS.** Warrington, J. 3rd Feb.

INDUSTRIAL AND PROVIDENT SOCIETIES ACT, 1893, s. 49—AGREEMENT TO SUBMIT TO ARBITRATION—POWERS OF SOCIETY IN DISPUTE—A DISPUTE WITHIN THE SECTION—PROCEEDINGS STAYED.

An application by motion to stay proceedings in an action on the ground that the matters in dispute had been agreed to be referred to arbitration by reason of section 49 of the Industrial and Provident Societies Act, 1893, and of the rules of the society.

Held, that it was no answer to the application to say that the matter in dispute was whether certain acts were ultra vires *the society or not, and that proceedings must be stayed accordingly.*

Stone *v.* Liverpool Marine Society (63 *L. J. N. S. Q. B.* 471) *followed.*

This was a motion by the defendants in a pending action that all proceedings in that action might be stayed on the ground that the matters in difference in the action between the parties thereto were disputes within the meaning of section 49 of the Provident and Industrial Societies Act, 1893, which, by virtue of the said section, and of the rules of the defendant society, had been agreed to be referred to arbitration. The defendant society was a society registered under the said Act, which provides (section 49 (1)): "Every dispute between a member of a registered society . . . and the society or an officer thereof shall be decided in manner directed by the rules of the society, if they contain any such direction, and the decision so made shall be binding and conclusive on all parties without appeal. Clause 117 of the rules of the society provided that all disputes arising between members of the society or between persons aggrieved, who had been members of the society within the preceding six months, or between a member or aggrieved person and the society, or any officer of the society, should be referred to arbitration as therein specified. The writ in the action asked for a declaration that a certain resolution passed by a committee of the society, purporting to allow members to withdraw and cancelling their shares, was *ultra vires* the society and void, and for a declaration that a further resolution, whereby it was resolved that certain land of the society should be conveyed to certain of the defendants in consideration of the cancellation of their shares, was *ultra vires* the society and void. The plaintiff in the action resisted the application on the ground that a dispute concerning an act which was *ultra vires* the society could not be intended to be included in the words "all disputes" between members and the society or its officers.

WARRINGTON, J., in his judgment, after stating the facts, said: The only question I have to determine is whether the dispute is or is not a dispute between a member of this registered society and the society or its officers within the meaning of section 49 of the Provident and Industrial Societies Act, 1893. There is no question that the plaintiff is a member of the society. Taking the words of the Act literally, the dispute in the action is a dispute between a member of the society and the society or the officers thereof, for the defendants, with one exception, are officers of the society. The point I have to determine is whether, on the true construction of the section, it is a dispute within the meaning of the section. It is said that because the question in dispute is whether certain acts were *ultra vires* the society it is not a dispute within the section. The ground of the plaintiff's claim must be that he is injured by the acts in question as a member of the society. If a dispute arose between the society and some person not affecting that person's capacity as a member the case would be different; but that is not the case here. The dispute here is whether certain acts of a committee of the society were within the powers of the society or not, and that depends on the true construction of the constituent documents of the society—that is its rules and the Act under which it is registered; it is therefore a dispute between a member of the society and the society or the officers thereof within section 49. I should have come to this conclusion independently of authority, but I think that the case is covered by *Stone* v. *Liverpool Marine Society*. There were two disputes in that case. The first was whether the second wife of an enrolled member was entitled to enrolment; the second was whether the society was entitled to dispose of its funds as it proposed to do otherwise than for the benefit of its members. The case came before a Divisional Court, consisting of Mathew, J., and Collins, J., when Mathew, J., held with regard to both disputes that they came within a section which is to all intents and purposes verbatim the same as section 49 of the Industrial and Provident Societies Act, 1893—namely, section 22 of the Friendly Societies Act, 1875. With respect to the second ground he says (at p. 473): "In the second place, and on the second branch, we are asked for an injunction upon the ground that the committee are about to misappropriate the society's funds"—that is, to deal with the funds in a manner outside the powers of the society. "It must be borne in mind that section 22 also applies to this branch of the claim, and that any award made upon it can be readily enforced by the county court." So that with regard to the second branch he held that it fell within section 22 of the Friendly Societies Act, 1875. Collins, J., agreed, and the Court of Appeal, consisting of Lord Esher, M.R., Lopes and Davey, L.JJ., in dismissing an appeal from their decision, said that they agreed entirely with the grounds upon which the Divisional Court put their judgment. That case is, therefore, a distinct authority that it is no answer to an application to stay proceedings to say that the dispute in these proceedings is whether some act was *ultra vires* the society or not. The two cases relied on by the plaintiff—namely, *Palliser* v. *Dale* (1897, 1 Q. B. 257) and *Andrews* v. *Mitchell* (1905, A. C. 78)—seem to have nothing to do with the question I have to determine. In the first case the society had purported to expel a member, and it was held that it was not open to the society to say that he was not a member, and at the same time to say that he was a member, and therefore bound by the provision of the rules with regard to disputes between the society and a member. And in the other case the question was whether the arbitration committee had rightly expelled a member, not having followed the rules or the principles of natural justice. I must therefore stay the proceedings in the action, and order the plaintiff to pay the costs, including the costs of this application.—COUNSEL in support of the motion, *R. M. Patisson*; for the plaintiff in the action, *Johnston Edwards*. SOLICITORS, *Lovell, Son, & Pitfield; Debenham & Sugar*.

[Reported by PERCY T. CARDEN, Barrister-at-Law.]

Bankruptcy Cases.

***Re* TAYLOR.** ***Ex parte* SUTCLIFFE.** C.A. No. 2. 14th Jan.; 1st Feb.

BANKRUPTCY—MUTUAL DEALINGS—SET OFF—BANKRUPTCY ACT, 1883 (46 & 47 VICT. c. 52), s. 38.

A person who has a contract to purchase real estate from the bankrupt entered into prior to the receiving order can set off a debt due to him from the bankrupt at the date of the receiving order against the purchase money due under the contract.

Re Taylor, Ex parte Norvell (*p.* 102 supra) *affirmed by* Cozens-Hardy, M.R., *and* Buckley, L.J.; Fletcher Moulton, L.J., *dissenting*.

Appeal from a decision of the Divisional Court (Phillimore and Coleridge, JJ.), reported as *Re Taylor, Ex parte Norvell* (p. 102 *supra*), reversing an order of His Honour Judge Gent in the County Court of Yorkshire holden at Halifax. The bankrupt Taylor was a builder who, in August, 1907, was engaged in building nine houses at Woodside View, Halifax. The respondent Norvell, who was a joiner, had successfully tendered for the joinering work in these houses. On the 13th of November, 1907, the architect certified that £120 was due to Norvell, and this amount was paid by Taylor. On the 1st of February, 1908, Norvell received a further certificate for £100, but Taylor was unable to meet it, and induced Norvell to continue work on the assurance that money would soon be coming in. By April, 1908, there was about £250 due to Norvell, and, as he could not obtain payment thereof, he withdrew his workmen for a time. Taylor then suggested that Norvell should take over some of the houses in payment of his account, to which Norvell at first demurred, but after a time he consented to do so. On the 18th of June Taylor and Norvell had an interview with Norvell's solicitor Shepherd at the latter's offices. Taylor offered to sell Norvell three of the houses for £650, but did not mention that there was a mortgage of £150 on each of the houses. Norvell thought that after setting off the £250 due to him he would only have to pay £400 for the three houses, and this he consented to. They then went to see Taylor's solicitor Buckley, who produced a printed form of contract, which he filled up and handed to Taylor, who signed it. This agreement provided for a deposit of £100 on the execution thereof, and also contained a clause whereby Taylor acknowledged the receipt of such deposit. Norvell's solicitor objected that the contract contained no clause to the effect that all money due from Taylor to Norvell was to be credited in part payment of the purchase money, but Taylor's solicitor said that was obvious, and was evidenced by the receipt. Norvell later on discovered that there was a mortgage of £150 on each of the houses, and that therefore he would have to pay £450 on them, which would only leave a balance of £200, or £50 less than the debt due to him from Taylor. In order to put this right, Taylor agreed to sell Norvell another house for £230 on which there was a mortgage of £150, and a second agreement was drawn up in terms similar to the first. On the 7th of July the draft conveyances were approved, and on the 10th of July Norvell's solicitor sent Taylor's solicitor the draft conveyances and engrossments ready for execution, and asked for completion on the next day. On the 11th of July Norvell received notice of an act of bankruptcy committed by Taylor in a letter written by Taylor's solicitor on the 10th of July, and consequently the completion could not be carried out. A receiving order was made against Taylor. On the 12th of October he was adjudicated bankrupt, and the appellant Sutcliffe was appointed trustee in the bankruptcy. Upon

Taylor becoming bankrupt the mortgagee of the houses, a building society, threatened to sell, and Norvell to protect his interests in the equities of redemption paid off the mortgage and took a transfer of the mortgages. He then applied in the County Court at Halifax for an order requiring the trustee in bankruptcy to specifically perform the two contracts; and for a declaration that he was entitled to set off the sum of £257 12s. 4d. which was due to him from Taylor against the sum of £280 which was due from him to the trustee under the contracts for sale. His Honour Judge Gent refused the application, holding that Norvell could only obtain specific performance of the contract upon paying the £280. The Divisional Court (Phillimore and Coleridge, JJ.) reversed this decision upon the 24th of November, 1909, whereupon Sutcliffe the trustee appealed to the Court of Appeal. Counsel for the appellant contended that a debt which will ultimately become due under an agreement for specific performance cannot be the subject of set-off because it is not a *chose in action: Re Pooley, Ex parte Rabbidge* (26 W. R. 646, 8 Ch. D. 367). They further contended that there could be no set off because the mutual dealings were not such as would result in a money claim on each side: *Eberle's Hotel Co.* v. *Jonas* (35 W. R. 467, 18 Q. B. D. 459). Counsel for the respondent submitted that Norvell was entitled to set off the amount due to him against the amount due from him under the contracts, and relied on *Re Daintrey, Ex parte Mant* (1900, 1 Q. B. 546), and *Palmer* v. *Day* (44 W. R. 14; 1895, 2 Q. B. 618). The Court reserved judgment.

Jan. 14.—Cozens Hardy, M.R., after stating the facts, continued: In these circumstances Norvell alleges that by virtue of section 38 of the Bankruptcy Act there has been a payment by him of the full purchase-money, and that he is entitled to specific performance against the trustee without any further payment. In the language of the section, "the balance of the account and no more shall be claimed or paid on either side respectively." In my opinion this contention must prevail. It is not alleged that the contracts were fraudulent or in any way open to objection. The effect of a contract for sale of real estate is that both the vendor and the purchaser are bound thereby. The purchaser has no right to say, "I will not accept the title and I repudiate my bargain," and the vendor has no right to say, "You have not yet accepted the title, and, therefore, I am not bound." The purchaser is bound, if a good title can be made, or if he has by his contract precluded himself from questioning the title. This being so, it seems to me that there was on the one side a debt due from Taylor to Norvell of £257, and, on the other side, a debt due from Norvell to Taylor of a sum less than £257 in respect of the balance of the purchase-money. If I am right in this, the case seems to fall within the plain language of section 38, and this was the view of the Divisional Court. It is not disputed that the title is good, having regard to the conditions. I have not paused to consider at what time precisely the title was accepted, for in my view this is not really material if it be once determined that a good title has been made. The old form of a decree for specific performance used to declare that the contract ought to be specifically performed in case a good title could be made, and an inquiry was directed to ascertain that fact. But I conceive that the mere delay in working out that inquiry would not in any way alter the rights of the parties which arise out of the contract, under which the purchaser is in equity the owner of the land. If, however, it should be deemed material, I think there is evidence here that the title was accepted on the 10th of July, and, further, that even if it were not then accepted, Norvell by entering into possession of the rents and profits on the 20th of August, is precluded from questioning the title. This is not an attempt to obtain possession from the trustee of a part of the bankrupt's estate without payment. In my view it is simply a case in which, having regard to section 38, the bankrupt's trustee had no beneficial interest in the property, the full purchase-money having been paid. A further ground upon which the respondent may possibly be entitled to succeed is this. It is found as a fact that there was a verbal collateral agreement that the debts due from Taylor to Norvell should be retained out of, or set off against, the purchase-money, but I prefer to base my judgment upon the reasons assigned by Phillimore, J., which are in substance those which I have above expressed. The appeal must be dismissed with costs.

Fletcher Moulton, L.J., after stating the facts, continued: Upon these facts and the evidence relating to them I am of opinion that the written contracts do not express the real contract between the parties, which was that the houses should be taken over in exchange for and in satisfaction of the liability on the two certificates. But I will assume in favour of the respondents that the arrangement with regard to set-off was a collateral arrangement, and that the written agreements contain the true contracts between the parties. The contracts which the court is called upon to enforce are, therefore, contracts in which the purchase is to be made by payment in the usual way. In such a case no right of set-off under the mutual credits clause in my opinion arises. The only special question in the present case is as to whether the collateral agreement to set off the money so to be paid in completion against the existing debt affects the matter or can be enforced against the trustee. Now it is clear from the evidence that this set-off was to take place at completion. It was not an agreement whereby the debts were then and there taken as payment for the houses. Had it been so the debts would have been absorbed by the first contract, and there would have been no consideration whatever for the second. It was an agreement at a future time to set off the debt against the price which should then become due, and it is clear that such a contract made with the bankrupt could not be specifically enforced against his trustee after adjudication. I am therefore of opinion that the decision in the county court was right, and that this appeal ought to be allowed.

Buckley, L.J., concurred with Cozens-Hardy, M.R., holding that the case was clearly one for set-off under section 38 of the Bankruptcy Act, 1883, and that *Re Daintrey, Ex parte Mant* was in point. The appeal was consequently dismissed with costs.—Counsel, *Shearman*, K.C., and *Hansell*; *Clayton*, K.C., and *Dr. Atkinson*. Solicitors, *Jacques & Co.*, for *Moore & Shepherd*, Halifax; *Helliwell & Co.*, for *Jubb, Booth, & Helliwell*, Halifax.

[Reported by P. M. Francke, Barrister-at-Law.]

Probate, Divorce, and Admiralty Division.

VINES *v.* **VINES AND OTHERS.** Bigham, P. 27th and 31st Jan.

Probate—Conditional Will—Rule for Defining—Evidence of Adherence—Admissibility.

When a will is made in terms subject to the happening of an event, that event must occur before it can become operative; but a will becomes operative if the possibility of an event happening is given merely as the reason for making it.

Where there is an ambiguity in the language of a will, declarations by the testator can be considered by the court.

Probate action by the widow of a testator to propound a will executed in India. The plaintiff gave evidence as to the testator's statements concerning the will on his return from India. The material facts are sufficiently set out in the learned President's judgment. The will in question was in the following terms:—"The Great Indian Peninsular Railway Company's Offices, Bombay. [These words were in the form of a printed heading.]

"June 25th, 1872.

"My will.

"If anything should happen me while in India that all moneys, documents, property, or securities belonging to me, or any money or moneys due to me or owing to me at the time of my death be handed over to my wife, Lucy Vines, and I appoint that J. Holden do act and collect all moneys due to me, and the same to be as aforsaid to be paid to my wife, and I also appoint David Polson to see that this, my will, to be executed by the aforsaid J. Holden all the property belonging to me at the time of my death to be disposed of to the best advantage after paying all my expenses, the remainder to be paid to my wife.

"Witness my hand,

"Thomas Vines.

"Witnesses—

"D. Polson.

"G. Alcock."

Counsel submitted that on general principles the will spoke from the death, so the evidence as to what the deceased had said was admissible. He cited *In the Goods of Mayd* (29 W. R. 214, 6 P. D. 17), *In the Goods of Stuart* (21 L. R. Ir. Ch. 105), and *In the Goods of Dobson* (14 W. R. 408, 1 P. & D. 88). Counsel for the defendants contended that the will was a conditional one, and referred to *Parsons* v. *Lanoe* (1 Ves. sen. 189), *Roberts* v. *Roberts* (2 Sw. & Tr. 337), *In the Goods of Robinson* (19 W. R. 135, 2 P. & M. 171), *In the Goods of Hugo* (25 W. R. 295, 2 P. D. 73), *In the Goods of Porter* (18 W. R. 231, 2 P. & M. 22), *In the Goods of Winn* (9 W. R. 852, 2 Sw. & Tr. 147), and *In the Goods of Bryan* (1907, P. 125). He submitted that the evidence of the plaintiff was inadmissible.

Jan. 31.—Bigham, P., said: In this case, the plaintiff, who is the widow of Thomas Vines, deceased, claims to have an alleged will of the deceased established, and, as universal legatee thereunder, to have a grant of administration with the will annexed. The defendants, as next-of-kin, resist the claim upon the ground that the will is conditional, and that the condition has not happened. The plaintiff and the deceased were married in 1861. Some time afterwards the deceased went to India and was engaged upon some railway. While there he made the will which the plaintiff now sets up, and sent it home to his wife. This was in 1872. He left India and returned to England in or before 1876, and was then asked by the plaintiff if he was going to alter his will, to which he answered, "No, it is all yours, and you are my all." He repeated this remark about a fortnight before his death, which occurred on the 31st of October, 1908. The will is in the following terms: [The learned President then read the will set out above, and continued:] The defendants contend that this will is conditional because of the words, "If anything should happen me while in India." These words are said to be equivalent to "If I should die while in India," and it is argued that as he did not die in India the condition has not happened, and the will is nugatory. My attention has been drawn to a number of authorities upon the question as to when words in a will, such as the words in this case, make the document conditional and when not; but it is not necessary for me to examine these authorities at length, for they were all carefully reviewed by Sir Francis Jeune in the case of *In the Goods of Spratt* (45 W. R. 159; 1897, P. 28). It is, perhaps, sufficient to say that the rule appears to be that, when a will is made in terms subject to the happening of an event, that event must occur before it can become operative; whereas if the possibility of an event happening is stated merely as the reason for making the will, the will becomes operative whether the event happens or not. To give

an illustration. If a man wrote, "Should I die to-morrow my will is" so-and-so, his death must occur to make the document operative; whereas if he wrote, "Lest I die to-morrow," it will be operative whether he die or not on the morrow. But the question always depends on the wording of the instrument, and reading the instrument before me, I come to the conclusion that it is not conditional. It begins with the two words, "My will." These words stand apart at the top of the document, and are apparently intended to control all that follows. What follows is, I think, to be read in two parts—first, that which directs what is to be done if he die in India; and, secondly, that which directs what is to be done, whether he die in India or not. I refer to the concluding words of the will—"all property at the time of my death, &c." I do not regard these words as a mere repetition of the earlier words in the will, which are governed by the condition as to India, but as a general disposition of his property free from any condition whatever. If it can be said that the language used in the document is ambiguous, then I think that, on the authority of *Re Bryan* (*supra*), I am entitled to take into consideration the declarations of the deceased man as spoken to by his widow, and these satisfy me that the language was intended to relate to a disposition of his property either in the event of his death in India or in the event of his return from that country. I think the plaintiff is entitled to a grant of administration with this will annexed. The costs will come out of the estate.—COUNSEL, *Grazebrook; J. H. Murphy.* SOLICITORS, *Booth & Smee; J. N. Mason & Co.*, for *Sworder & Longmore*, Hertford.

[Reported by DIGBY COTES-PREEDY, Barrister-at-Law.]

County Courts.

PLIMMER v. BOLTON TEXTILE MILL CO. 2nd Feb.

MASTER AND SERVANT—WORKMEN'S COMPENSATION ACT, 1906—"LEARNER" IN COTTON MILL WORKING UNDER "MINDER"—NO WAGES PAID TO "LEARNER."

The plaintiff, while employed as a "learner" in the mill belonging to the defendants, met with an accident, which resulted in two fingers being amputated. He claimed compensation against the defendants.

His Honour Judge BRADBURY, after referring to the facts of the case, said there was a substantial dispute as regarded the facts, and very important questions of law as to the proper interpretation and scope of the Workmen's Compensation Act of 1906 were raised in the application. The "minder" under whom the lad worked engaged and was responsible for him, but the lad was not bound to the rules of the mill, and therefore was not under obligation to the respondents to come to the mill at any specified time. The fact that he had "worked three days' sick" and had received 5s. had no bearing on the issue. Counsel for the plaintiff had claimed that the loss of two fingers jeopardized the lad's capacity, and that he was therefore entitled to compensation. As far as he [the judge] knew, the point had never been decided. An important question was: Has the Workmen's Compensation Act any application to the case of a workman who at the time of an accident was earning or receiving no wages? The proviso to section 1 of the Act shewed that the earnings or wages did not include the value of tuition given to the applicant in learning his trade, and the work of the lad was compensation for the tuition and the receiving of a start in life. The wages of the lad were exactly nothing, and therefore the accident did not make the wages any smaller. It might be that in the drafting of the proviso the case of an apprentice was overlooked, and an amendment dealing with the point might be introduced in some future Act. As it was, the apprentice earning no wages did not come under the Act. Another point was this: Supposing the Act did apply to apprentices earning no wages, was the applicant in that case a workman in the employ of respondents? It was so claimed, but section 13 stated that there must be a contract of service. After careful consideration he found there was no contract between applicant and respondents. On these grounds the defendants were entitled to judgment, with the usual expenses and costs on B scale. On application, a stay on the usual terms was granted.—COUNSEL for plaintiff, *Elliott.* SOLICITORS, for plaintiff, *Fielding & Fernihough*, Bolton; for defendant, *J. Taylor*, Blackburn.

A committee of friends and former pupils of Dr. WESTLAKE, K.C., who held for twenty years the Whewell Professorship of International Law, has been formed for the purpose of securing a portrait of him for preservation in Cambridge. Subscriptions are limited to two guineas. They may be paid to the account of the Westlake Portrait Fund at the Cambridge Branch of the Union of London and Smith's Bank or to the hon. treasurer, Professor OPPENHEIM, Cambridge.

The Chancery Bar, rich during the life of the recent Parliament in legislators of the Liberal variety, has, says a writer in the *Daily Telegraph*, been deprived of them all at one fell swoop. Mr. Astbury, K.C., has not sought re-election; and Mr. Micklem, K.C., Mr. Buckmaster, K.C., Mr. Stewart Smith, K.C., Mr. T. B. Napier, and Mr. T. Arnold Herbert have been beaten at the polls. On the other hand, it now possesses two more Conservative members than it did between 1906 and 1910, in the persons of Mr. Butcher, K.C., and Mr. Terrell, K.C., besides retaining an old stager—Mr. Cave, K.C.

Societies.

Cardiff Law Society.

The annual general meeting of the Incorporated Law Society for Cardiff and District was held at the Law Library, Cardiff, on Monday, the 31st of January, Mr. J. W. BOTSFORD (president) occupying the chair.

The treasurer's accounts having been received and passed, the adoption of the committee's annual report was moved by the President. Mr. Arthur Ingledew alluded to the fact that no local articled clerk had obtained honours at the 1909 examinations, and suggested that steps should be taken to promote a more thorough education of the student. The President stated that the formation of a Board of Legal Education for Wales was now in progress, and that when that was completed local law lectures and classes for articled clerks would be established. The committee's report was then adopted.

The election of officers for the ensuing year was then proceeded with. Mr. C. R. Waldron was appointed president, and Mr. A. C. Macintosh, vice-president, and Messrs. J. W. Botsford, Lewis Morgan, J. J. Handcock, and Charles Spencer were added to the committee. Mr. C. E. Dovey was re-elected auditor, and votes of thanks to the retiring president, the hon. treasurer (Mr. W. Bradley), and the hon. secretary (Mr Walter Scott) concluded the meeting.

The following are extracts from the twenty-fourth annual report of the committee of this society:—

Members.—During the past year two members of the society have resigned on leaving Cardiff, and three new members have been admitted. The number of members is now 146, and of subscribers to the library 12.

Deaths.—The death of his Honour Judge Owen, the judge of County Court Circuit 24, on which circuit Cardiff is the principal place of sitting, caused much regret among the profession. His honour had occupied the position of judge of his circuit for twenty-five years, and conducted the business of his courts with dignity and ability. Another death deeply regretted by the profession in this district was that of Mr. Arthur Lewis, Stipendiary Magistrate of Pontypridd. Mr. Lewis, by his geniality and unvarying courtesy, had endeared himself to all who knew him while at the bar.

The Land Transfer Commission.—The society was requested to provide evidence from South Wales, to be given before the Commissioners appointed to hold an enquiry into the working of the Land Transfer Acts, and your committee requested the president to give evidence, and he accordingly attended before the Commissioners and furnished instances from the practices of solicitors in South Wales, showing that the present system of conveyancing works speedily and cheaply, and that for these reasons the compulsory adoption of the Acts here was undesirable.

The Welsh Board of Legal Education.—The proposed scheme for establishing a Welsh Board of Legal Education has, unfortunately, not yet become effective. Having been considered by the council of the University of Wales, a committee was appointed by that council to deal with the details of the scheme, and the president and hon. secretary were deputed to attend a conference at Cardiff of the committee so appointed, and of representatives of the other Welsh provincial law societies. The conference was held in October, and the scheme was, subject to some few alterations, recommended to the University Council for adoption. This, however, has not yet taken place, as the council has again referred the scheme for consideration by the constituent colleges. There seems, therefore, no probability of the Board being established in time to commence active work before next autumn.

Re-arrangement of County Court Circuits.—Your committee have considered the suggestions for the re-arrangement of the County Court Circuits of this district, and have recommended that Newport, Cardiff, Barry, Bridgend, Neath, and Swansea be constituted a separate circuit. The character and importance of the business at these towns, and their accessibility from each other, fully justify the adoption of this suggestion, and the resolution has been forwarded to the Lord Chancellor.

The Finance Bill.—The Finance Bill introduced into the House of Commons last year was fully considered by your committee, who appointed a sub-committee to report thereon. This report was circulated among the members, and considered at an extraordinary general meeting of the society, held on the 23rd of July, when resolutions disapproving of the main provisions of the Bill were unanimously passed. These resolutions were sent to the Lord Chancellor, the Chancellor of the Exchequer, and other members of Parliament, and also to the Law Society and the provincial law societies. The committee had previously recommended the Chancellor of the Exchequer to limit the proposed doubling of stamp duties on conveyances to cases where the purchase money did not exceed £1,000, and one of the amendments afterwards made by the Chancellor in the Bill recognised this principle, although he did not raise the proposed limit beyond £500.

The County Courts Bill.—With regard to the County Courts Bill, an enquiry was received from the Law Society, in reply to which your committee expressed their opinion against the unlimited extension of county court jurisdiction, and recommended that a solicitor's *bonâ-fide* managing clerk, being himself a solicitor, should have the right of audience in his principal's cases, and also that in cases involving an amount not exceeding £10 one solicitor might employ another as advocate.

Monmouthshire Law Society.

The annual meeting of this society was held on the 2nd inst. Mr. A. E. BOWEN, the president, occupied the chair.

The report stated that there were ninety-nine members of the society and two subscribers to the society's library. During the year a large number of books had been added to the Law Library, and this had now become a very valuable asset of the society. The steps which had been taken by the society in connection with the proposed removal of the assizes to Newport were detailed, and it appeared that as the result of a post-card poll which had been taken on the matter, sixty-seven votes were recorded in favour of the proposal and seven votes against, twenty members not expressing any opinion.

The CHAIRMAN in his address referred to the subject of the legal education of articled clerks, and impressed upon the meeting the necessity for a scheme being established. He announced that the society's prize for the student articled to a member of the society who had passed the best examination in honours at the final examination of the Law Society during the year had been awarded to Mr. Ronald G. Williams, who was articled to Messrs. Lyndon Moore & Cooper, of Newport, and presented the prize to Mr. Williams.

Mr. Horace S. Lyne, the senior vice-president, was elected president, and Messrs. A. Vizard (Monmouth) and T. Baker-Jones (Newport) were elected vice-presidents. Mr. R. H. Parnall was re-elected as hon. treasurer, Mr. T. Baker-Jones was re-elected as hon. librarian, and Mr. J. E. G. Lawrence as hon. secretary, votes of thanks being accorded them for their services. Messrs. T. R. P. Herbert and F. Lyndon Cooper were elected hon. auditors.

A cordial vote of thanks was passed to Mr. A. E. Bowen, the ex-president, for the able and efficient services which he had rendered to the society during the past year.

Worcester and Worcestershire Incorporated Law Society.

The following are extracts from the report of the committee for the year ending the 31st of December, 1909:

Members.—The present number of members is fifty-six, being an increase of one in the number of city members and a like increase in the number of country members as compared with last year. There has been no death or resignation during the year. The number of associates or subscribers remains the same.

The Finance Bill, 1909.—This Bill was considered by the committee, and, after reading the report of the Law Society and of the Liverpool Law Society, and letters and resolutions from various other societies, the following resolutions were passed: (1) That in the opinion of this society the Scheme of Land Taxation contained in Part I. of the Finance Bill, 1909, is unjust and unworkable, being (1) an attempt under guise of taxation to confiscate a particular class of property, (2) an offence against the hitherto recognised principle of finance that taxation should only be imposed where there are receipts by way of income or otherwise to meet it, and (3) founded upon valuations which must necessarily be illusory and fallacious; and (2) that the reasons among others which have influenced the committee in passing the above resolution are set out in the report of the Liverpool Law Society on the Bill. Copies of such resolutions were sent to the Prime Minister, the Lord Chancellor, the Chancellor of the Exchequer, Lord Lansdowne, Mr. A. J. Balfour, the local members of Parliament, the Associated Provincial Law Societies, and the Law Society.

Land Transfer.—This matter was dealt with in last year's report. Since that time a great quantity of evidence has been given by many gentlemen before the Royal Commission. The greater portion of it, apart from that of the officials of the Land Registry, has been unfavourable to the present system of compulsory registration, and in July last a memorandum was issued by the Commissioners stating that throughout the enquiry very little evidence had been placed before them with reference to the desirability of an extension of the system, either by private persons interested in land or by representative public bodies, and inviting such bodies or individuals to tender evidence. The secretary of the Royal Commission wrote to the various county councils asking for their views as to the desirability of extending the system of compulsory registration of title to the provinces, and it was reported to meetings of the Council of the Law Society held on the 5th, 12th, 19th, 26th November, that no Council had expressed an opinion in favour of the extension. It is understood that there was little, if any, response to this invitation, and the Commission decided to close the evidence after hearing the Registrar of the Land Registry in reply to the hostile criticisms of the system. The publication of the report of the Commission will be awaited with interest.

County Courts Bill, 1909.—It will be remembered that last year your committee reported on the proposed County Court Reform and Procedure, and in reply to various questions propounded by the committee, of which Sir J. G. Barnes (now Lord Gorell) was chairman, they passed certain resolutions embodied in last year's report. Lord Gorell's committee reported in March, 1909, and a Bill containing many of the suggestions made by the law societies was introduced by the Lord Chancellor. The Bill, together with proposed amendments thereto, was considered by your committee, but no action was taken in view of the probable abandonment of the Bill owing to the action of the House of Lords in rejecting the first clause.

Some Decisions affecting Solicitors.—Game and Kilner v. *Linley* (L. S. G. VI. 67 and 44 L. J. 47).—Bill of costs—Taxation more than twelve months after delivery—"Special circumstances"—Judicial discretion—Solicitors Act, 1843, s. 37.—Some years after delivery of a bill of costs the client asked for taxation, but it was refused, as even if some of the charges might be considered excessive, and might be reduced on taxation, such facts were not sufficient to constitute special circumstances.

R. v. *Derbyshire Justices, Ex parte New Mills District Council* (L. S. G. VI. 68 and (1909), W. N. 26).—Exemption of solicitor from office of overseer—Appeal to Quarter Sessions.—An appeal by a practising solicitor to quarter sessions to rescind his appointment as an overseer was allowed, but as the district council did not oppose his appeal they were held not liable for the costs of his application.

Re Hope Johnstone's Settlement Trusts (L. S. G. VI. 95, 126 L. T. 404).—Public trustee—Suitable trusts.—Trustees when desiring to retire can appoint the public trustee, but they ought not to resort to the powers of the Public Trustee Act, 1906, when some member of the family is willing to accept the trust.

Lomas v. *Joseph* (53 SOLICITORS' JOURNAL 271, L. S. G. VI. 111.).—Preparing lease and counterpart—Work not completed—Solicitors' Remuneration Order, Schedule I., Part 2.—A claim to scale fee for preparation of a tenancy agreement not upheld. All the work covered by the scale had not been done.

Re G. (53 SOLICITORS' JOURNAL 469, L. S. G. VI. 133).—Costs—Mistake in scale charge—"Special circumstances"—Taxation after payment.—Where it is admitted that over-charges have been made in a bill of costs an order to tax can be made within twelve months after payment on the ground that over-charges constitute "special circumstances" within section 41 of the Solicitors Act, 1843.

Re Tweedies' Taxation (L. S. G. VI. 151, 1909, W. N. 110).—Costs—"Special circumstances"—Reservation of right to tax—Pressurs—Overcharge—Taxation after payment.—A reservation of the right to tax when coupled with other circumstances, such as overcharges, may constitute such "special circumstances" as to give a right to tax within twelve months after payment.

Re Bailey, Bailey and Bailey (L. S. G. VI. 151, 1909, W. N. 110).—Costs—Counsel's fee for settling notice of appeal—Taxation—R.S.C. 1883, LXV. 27 (15).—A fee to counsel for settling notice of appeal was allowed. The mere fact that anything is in common form does not prevent a fee being allowed for settling it.

Re Brockman (L. S. G. VI. 164, 1909, W. N. 127).—Costs—Common order for taxation—Submission to pay—Statute-barred items—Delivery of papers—Distinction between "due" and "payable"—Solicitors Act, 1843, ss. 37, 43.—Where a client applies for taxation within one month after delivery of bill, and does not claim delivery of papers, the order for taxation should not contain a submission to pay, as the taxation is of right, and a submission to pay is unnecessary under section 43 of the Act of 1843. Where, however, the client appeals to the discretion of the court, a submission to pay in a modified form may be convenient as avoiding the necessity of a separate application under section 43. Such submission should be to pay what is "payable" (not "due"), *i.e.*, having regard to the Statute of Limitations. If the client seeks delivery of papers, the order should direct the taxation of the statute-barred items.

Mason v. *Grigg* (L. S. G. VI. 165, 1909, W. N. 127).—Costs—Defendant appearing in person subsequently retains solicitor—Solicitor's name not on the record—Right to costs.—The defendant entered an appearance in person, but subsequently acted by a solicitor. Such solicitor omitted to file a notice of his appointment until after delivery of his bill of costs and the first appointment to tax. The plaintiff's solicitors, however, recognized him as acting by serving all documents upon him. Held that the omission was curable and that he was entitled to costs.

Re T. & C. (53 SOLICITORS' JOURNAL 672, L. S. G. VI. 203).—Costs—Taxation—Special agreement—Cash account—Taxing master's discretion.—On a common order to tax a solicitor's bill of costs the taxing master has no jurisdiction to include in such taxation an item in an account headed "cash account," representing work done under a special agreement.

Pomery v. *Pomery* (L. S. G. VI., 189, 1909, W. N. 158).—Practice—Jurisdiction—Inquiry as to plaintiff's competence to instruct solicitor.—On the issue of a writ by a wife against her husband, the husband is entitled to take out a summons for an order for an enquiry before the master as to whether the plaintiff is in a fit state to instruct a solicitor.

Gundry v. *Sainsbury* (L. S. G. VII. 4).—Costs—Oral agreement between solicitor and client—Solicitors Act, 1870, ss. 4-5.—Where a successful plaintiff in an action for personal injuries had agreed with his solicitor to pay him nothing for costs, it was held that the defendant could refuse to pay the plaintiff any costs.

Reynolds v. *Reynolds* (L. S. G. VII. 19).—Compromise of action—Solicitor's lien for costs.—In a pending action the parties met and entered into an agreement for settlement, whereby the solicitor to the plaintiff (the latter an undischarged bankrupt) was deprived of his costs. Held on the facts that there was no collusion entitling the plaintiff's solicitor to an order against the defendant for payment of the plaintiff's solicitor's costs.

Re Massey and Others (L. S. G. VII. 19).—Costs—Taxation after payment—"Special circumstances"—Disbursements charged before having been paid.—The fact that disbursements were charged in a bill as having been paid when in fact they were unpaid at delivery of bill, but were paid afterwards, does not constitute such "special

circumstances" as to entitle applicants to an order for taxation after payment.

Re Wilde (L. S. G. VII. 21).—Costs—Taxation—Country solicitor and London agent—Order of course.—A country solicitor employing a London agent to transact business for him is entitled to an order, on a petition of course for the delivery of the London agent's bills of costs and without a direction that the amount of the bill shall be brought into court.

Law Association.

The usual monthly meeting of the directors was held at the Law Society's Hall on Thursday, the 3rd inst., Mr. J. E. W. Rider in the chair. The other directors present were: Mr. F. T. Birdwood, Mr. P. W. Chandler, Mr. Mark Waters, Mr. W. M. Woodhouse, and the secretary, Mr. E. E. Barron. A sum of £75 was voted for the relief of widows of London solicitors, and other general business was transacted.

Solicitors' Benevolent Association.

The usual monthly meeting of the board of directors of this association was held at the Law Society's Hall, Chancery-lane, on the 9th inst., Mr. Walter Dowson in the chair, the other directors present being Messrs. W. C. Blandy (Reading), S. P. B. Bucknill, A. Davenport, T. Dixon (Chelmsford), H. Fulton (Salisbury), W. E. Gillett, W. H. Gray, J. R. B. Gregory, L. T. Helder (Whitehaven), J. F. N. Lawrence, C. G. May, G. Mosley (Derby), R. S. Taylor, and J. T. Scott (secretary). A sum of £597 was distributed in grants of relief. Four new members were admitted; and other general business was transacted.

Law Students' Journal.

The Law Society.

INTERMEDIATE EXAMINATION.

The following candidates (whose names are in alphabetical order) were successful at the Intermediate Examination held on 19th and 20th January, 1910:—

FIRST CLASS.

Bryson, John Conway
Bulgin, Reginald
Child, David Leslie
Christie, Alan John
Cooke, Humphrey
Crouch, Guy Robert
Deuchar, John Lindsay, B.A. (Camb.)
Gittins, Harry Neville
Harding, Clive Scotland
Harrison, William Stanford-Bennett
Jackson, Francis James Gidlow
Stanbury, Wilfred Hubert Avery
Wright, Egerton Lowndes, B.A. (Oxon.)

PASSED.

*Abell, Robert Jasper
*Anderson, William James
Annand, Allan Young
Atchley, Roland Waldegrave
Barker, George Ernest
Barrand, Walter Arthur
*Booth, Allen Leyland
*Brigg, Christopher Blencowe Dunn
Burchell, James Melvill, B.A. (Camb.)
Burgin, Harold Charles
Cahill, John Archibald
*Cohen, Sydney
Creed, Harold John
Davenport, Hugh Nares, B.A. (Oxon.)
Drew, Alfred Lionel, B.A. (Camb.)
Earle, Nicholas Albert Edward
*Edmundson, Charles Robert Ewbank
*Ellis, Francis Sleightholme
Farnfield, Dudley Herbert
*Follett, Eustace Lionel
Garrett, Ronald Thornbury
Gibson, Thomas George, B.A. (Camb.)
Goodwin, Harold James, B.A. (Camb.)
Greenburg, Albert Lewis
Greenwood, Ranolf Nelson
Heard, Stuart Leighton
*Hockin, Cyril Owen
Hodgson, George
Holmes, Arthur Lewis
*Hooper, George Graham
*Horner, Arthur Leonard
Howell, George Northcott
Hurtley, John James
Jennings, Robert
Jones, Herbert James Hiley
Kent, John
Lloyd, Alfred Hugh
Louch, John Trevelyan
Marshall, Henry George, B.A. (Camb.)
*Morris, Archibald John
*Nares, Ramsey Llewelyn Ives
*Osborn, Frederick James
Parry, Chandos Henry
Priestly, Tom Pinkney
*Rees, Richard Wilfred
Riley, Albert Victor
Roberts, Enos Herbert Glynne, B.A. (Liverpool)
Roberts, Harold Leslie
Roberts, John Wythen
*Robinson, Frederick Vivash
Smart, Guy Ross
Sobell, Samuel
Stalker, Jonathan
*Stringer, Cuthbert Henry, B.A. (Camb.)
*Sutton, Bertine Entwisle, B.A. (Oxon.)
Swarbrick, Edgar
*Taylor, James
Treasure, Frank Pope
*Trickett, Cedric Hallam
*Turner, John Johnstone
Upton, Arthur
*Vant, Eustace Hazzel
*Vertue, Guy Naunton
*Vickery, Robert George Frederick Wace, Gaston Frederick Bayard
*Walton, Thomas Booth
Ward, Ivor Fanshawe, B.A. (Camb.)
Webster, William
*Wilkinson, Charles
Williams, Ivor Llewellyn
Woo, Hangkam Kwingtong
Woodhead, Samuel

* These candidates have to satisfy the Examiners in Accounts and Book-keeping before receiving a certificate.

Number of candidates ... ... 122 Passed 85

CANDIDATES FOR EXAMINATION IN ACCOUNTS AND BOOK-KEEPING ONLY.

Bewley, Edward Neville, B.A., LL.B. (Camb.)
Blatch, William Bernard, B.A. (Oxon.)
Burton, Richard Amery
Collis-Sandes, Maurice James, B.A. (Oxon.)
Conway-Jones, Huw
Curran, George Patrick
Daniell, Thomas Edward St. Clare, B.A. (Oxon.)
Davies, Reginald Thomas
Dickinson, James
Edells, Sidney Louis
Ellis, Wilfred Wesley Lile
Fraulo, Salvatore
Gibson, Reginald
Gilbanks, Edward Francis
Griffith, Llewelyn, B.A. (Lampeter)
Holding, Harold Evelyn, M.A. (Oxon.)
Hornor, Ronald Fortescue
Ireland, Duncan
Landon, Joseph Herbert Arthur
Leach, Roland Walter Harrison
Leyson, William Aubrey
Lines, Thomas Price
Lowther, Harold Roy
Martin, Frank Douglas
Miskin, Charles Leonard
Morgan, Arnold John
Parish, John Bernard Anderson, B.A. (Oxon.)
Plant, William James
Pullman, Gerald, B.A. (Oxon.)
Relph, Hugh Spencer
Rothwell, Harry
Russell, Vincent
Smith, John Forbes, B.A., LL.B. (Camb.)
Southan, Harold John
Sparke, James Berthon, B.A., LL.B. (Camb.)
Stileman, Frederic William Cheere, B.A. (Camb.)
Summerson, Herbert Walker
Sykes, Reginald
Towlson, William Holland
Veale, Edward William Wodehouse, LL.B. (Lond.)
Westwell, Absalom
Wood, Henry Percy

Number of candidates ... ... 62 Passed 42

By order of the Council,
S. P. B. BUCKNILL, Secretary.
Law Society's Hall, Chancery-lane, 4th February, 1910.

FINAL EXAMINATION.

The following candidates (whose names are in alphabetical order) were successful at the Final Examination held on 17th and 18th January, 1910:—

Abid, Aviet William Satoor
Akaster, Albert Roy Hamilton
Anderson, Harold
Argyle, Harold Victor
Ashwell, Arthur Lindley
Back, Henry William
Ballard, Charles Richard
Barfield, John Claude Horsey
Bazeley, William Nelson
Blair, James Freeman
Booth, Herbert
Borrie, Ernest
Bowen, Charles
Bowen, Thomas Whitley
Brown, William Linford
Charlton, Christopher Colin
Clarke, Francis Eagle
Clarke, John Laurence
Clayton, Edwin
Coffin, George
Compton-Bracebridge, Charles, B.A. (Oxon.)
Corser, Frederick George
Coxwell, George Gordon
Crew, Archibald Hibbard
Davies, William Frederick
Davies-Bunton, Archibald Edward Kennett
Davis, Charles Frederick
Deacon, Walter John
Denby, Arthur Peel, B.A., LL.B. (Camb.)
Dickson, Arthur Hubert
Dixon, Norman
Dutton, Hugh Thompson, M.A. (Oxon.)
Evans, Edmund Rhydderch
Evans, Edward Brocklebank
Flint, Alfred Howard
Floyd, Eric Gaskell
Francis, Francis Archibald
Frearson, William Brown
Frodsham, William Thomas
Fulford, Robert Leo, B.A. (Oxon.)
Fuller, John Davenant
Gale, Anthony Richard
Gamlen, John Charles Blagdon, B.A. (Oxon.)
Garner, Thomas
Gilmour, Charles William
Godman, Richard Arthur
Gott, Albert Ernest, LL.B. (Lond.)
Green, Digby
Hagon, Albert Charles
Hailes, Edward Thomas
Hall, Frederic John
Hancock, John Arnold
Hardy, Alfred George
Harford, Percy
Hill, Eric Walter
Hindley, George Oscar
Hinds, Evan John
Hinds, James Oswald
Hollings, Hughlings
Hornsby, Harold Gibson
Huntsman, Harold
Idle, Percy
Inderwick, Alfred Edward
James, Henry
Jones, Goronwy Owen, B.A. (Oxon.)
Jones, John Lomas
Kent, Arthur
King, Stephen William
Kitching, Frederick Overend
Lacey, Samuel Bird
Lake, William Walton
Lane, John Kirkland
Langhorne, Albert Edward Asquith
Lee-Barber, Geoffrey John
Maddison, William
McKaig, John Bickerton, M.A. (Oxon.)
Moore, Charles Sydney
Moreton, Raymond Laurence
Morgan, Charles Henry
Morgan, Isaac David
Morris, Harold Spencer
Morse, Percy Lapper
Mount, Oscar Percy
Mulcahy, John Henry
New, Charles Hastings
Nutter, Randall Ughtred

Oates, George
Paice, Edwaird, M.A., B.C.L. (Oxon.)
Peters, John Cecil
Philipps, Charles Murray
Phillips, Ivor Llewelyn
Pybus, Hugh
Pyke, George
Reader, George Edward Harold, B.A. (Oxon.)
Rees, Justin David Reynolds
Rhodes, George Preston, B.A. (Oxon.)
Richardson, Guy Bernard
Ridley, Frank
Rigg, Samuel
Robinson, Beltran Ford
Rose, Charles Edward
Sale, Alfred Henry
Scholefield, Maurice Theodore
Seton, Claud Crewe Trefusis Ramsey Wilmot
Shiel, George Gerard, B.A. (Oxon.)
Smeathman, Lovel Francis
Smith, Herbert Thompson
Sprake, Gilbert Edwin
Stone, Francis le Strange
Stratton, Frank Cecil George
Suggit, Arthur Neville
Sulivan, Thomas Light
Sutcliffe, John Ewald
Taylor, Earnest
Templeman, William Henry, B.A., LL.B. (Camb.)
Theophilus, Stanley Cecil, B.A., LL.B. (Camb.)
Thorpe, Henry
Tilleard, Frederick Charles
Tinson, George Gwinnette Noble
Tizzard, George
Todd, George Hall
Tompkins, Oscar Berry
Treasure, David John
Turner, Thomas Randolph Hart
Vials, George Alfred Turner
Voss, Gordon Phillips
Ward, Harold Matthias Arthur, B.A. (Camb.)
Wartnaby, John Edward Holdich
West, Robert Cecil
Westbrook, Joseph Randal
Wilson, Charles Christopher, B.A. (Oxon.)
Woosnam, Charles Earnshaw
Worthington, Walter Dalton
Wright, Herbert Edwin
Wyatt, George Montague Griffith
Wynne, Herbert Longcroft
Yates, Richard
Yates, Robert Ralph Coucher
Young, Walter Roy Hartridge, B.A., LL.B. Camb.)

Number of candidates ... ... 181 Passed 139

By order of the Council,
S. P. B. Bucknill, Secretary.

Law Society's Hall, Chancery-lane, 4th February, 1910.

Law Students' Societies.

Law Students' Derating Society.—Feb. 1.—Chairman, Mr. S. A. Guest.—The subject for debate was: "That all races subject to the Imperial Crown are entitled to complete political and social equality." Mr. H. G. Meyer opened in the affirmative; Mr. W. M. Pleadwell opened in the negative. The following members continued the debate: Messrs. Lemon, Shearn, Batley, Dollar, H. F. Rubinstein, T. B. Jones, Harston, S. J. Rubinstein, Parry, Pothecary, Humphreys, Burgis, Mattingly, Bartlett, Kafka, Hooper, Morriss, and Rustomgee. The motion was lost by twelve votes.

Birmingham Law Students' Society.—Feb. 8.—Mr. R. A. Willes in the chair.—The following moot point was debated: "Mr. Slipper [who dreaded litigation and who therefore never consulted a lawyer] on the 20th of November, 1907, wrote to Mr. Claptrap as follows:—'Dear Mr. Claptrap,—Will you allow me to rent your house, "The Bandbox," in Weary Street, Islington, from next quarter day, at a rental of £26 a year, and for such time as I elect to stay subject to a three months' notice from any quarter day on either side after the first twelve months, or six months' notice in the event of the house being sold. Necessary whitewashing to be done by you before I enter? (Signed) Ezekiel Slipper.' Mr. Claptrap replied by return of post:—'I agree to accept you as tenant of "The Bandbox" at a rental of £26 per annum, from the 25th of December next for one year certain, and afterwards subject to three months' notice expiring on any quarter day. If I sell "The Bandbox" I agree to give you six months' notice to determine the tenancy. I will do the repairs mentioned in your letter. (Signed) Silas Claptrap.' Mr. Slipper lived in 'The Bandbox' from the 25th of December, 1907, and regularly paid his rent (quarterly in advance) up to the 25th of December, 1908. On the 26th of December, 1908, Mr. Claptrap found that Mr. Slipper had on the previous day vacated the house. On the 27th of March, 1909, he sued Mr. Slipper for a quarter's rent. Is he entitled to it?" Mr. H. F. Bensly opened in the affirmative, and was supported by Messrs. O. F. Gloster, E. F. C. Roberts and R. W. Frazier. Mr. R. B. Blaker opened in the negative, and was supported by Messrs. L. M. Kinsella, A. B. Turner, B.A., W. J. Blackham, B. G. Talbot, W. L. Highway, T. H. Ekins, G. H. Willcox, and Maurice I. Clutterbuck. After the openers had replied, the chairman summed up, and on the question being put to the meeting, the voting resulted as follows: In the affirmative six, in the negative twelve. A hearty vote of thanks to the chairman concluded the proceedings.

A crop of lawsuits comes as an aftermath to the floods in Paris, says the *Evening Standard*. Several localities, as well as different industrial undertakings that have suffered severely, are taking the advice of counsel in order to prepare for possible actions against the State or the city. The municipal councils of Clichy and Levallois have called in different huissiers to make a sworn note that great damage has been caused to the townships by the bursting of sewers which carry away refuse from Paris. There are other legal questions to be settled. For example, has a tenant who has not been able to enjoy the full use of the apartment which he has rented the right to refuse payment in proportion to the time of his enforced absence?

Obituary.

Mr. F. North.

We regret to announce the death of Mr. Frederic North, solicitor, of Liverpool, the head of the well-known firm of Simpson, North, Harley, & Co. His death occurred very suddenly on Sunday last, he having attended church on the morning of that day. He was admitted in 1856, and joined the firm in which his father was for many years a partner, and which had been established something like a century ago. He was a director of the Wirral Railway Company and of the Isle of Man Banking Company. Not only in Liverpool, says a local journal, will the striking figure of Mr. Frederic North be missed, but his loss will be greatly felt in the Wallasey district, which benefited by many acts arising from his kindness of heart. His benefactions partook very largely of a religious character, and many vicars in that district will mourn the loss to-day of a beneficent but discriminating donor—one who has materially helped to lighten the financial disabilities under which not a few of them have laboured.

Legal News.

Changes in Partnerships.

Mr. R. A. L. Broadley, solicitor, of London, and Mr. Frank England, solicitor, of Hull and London, have entered into partnership, and will carry on business as from the 1st day of February, 1910, at Dane's-inn House, 265, Strand, London, W.C., under the style of Broadley, England, & Co.

Dissolutions.

Stephen Woodbridge and Frank Woodbridge, solicitors (Woodbridge & Sons), 5, Serjeant's-inn, Fleet-street, London, and Brentford. Dec. 31. The said Frank Woodbridge will continue to carry on the said business at Serjeant's-inn and Brentford aforesaid under the present style or firm of Woodbridge & Sons. [*Gazette*, Feb. 4.

Alfred Burrow and Alfred Newton Miller, solicitors (Barrow & Miller), Cullompton. Dec. 31. [*Gazette*, Feb. 8.

General.

At the Worcester Quarter Sessions, on the 7th of February, says a correspondent, Isaac Hughes, seventy years of age, cashier, employed by Messrs. Curtler, Davis, & Curtler, solicitors, Worcester, pleaded guilty to a charge of making false entries in the accounts of his employers, with intent to defraud, on divers dates from 1906 to 1909; and also for omitting certain material particulars from their accounts. There were eleven counts in the indictment. The Hon. R. Coventry prosecuted, and Mr. Cotes-Preedy defended. It was stated that the prisoner had been in the prosecutors' employ for forty-seven years, enjoying their fullest confidence. He had absolute control over the finances, and it was his duty to pay into the bank all the money received. Each month he would go to the partners with a statement showing on one side of an account what the balances at the bank were; on the other side was a statement showing how much of that money belonged to the firm's clients and how much belonged to the firm. The deficiency amounted to £691 14s. 8d. Against this the firm had received £225 on the prisoner's behalf last October. In extenuation of the prisoner's conduct, his health, age, and long service were urged, and it was also stated that the accused had become surety for friends, having to find over £250, besides financing relatives in business. The Recorder described the case as a sad one, and sentenced the prisoner to nine months' imprisonment in the second division.

It is not unusual, says a writer in the *Law Magazine and Review* of the present month, to find investment clauses and other provisions in settlements speaking of companies "in England" or elsewhere. Precisely what this means is doubtful. A company has no local situation. Must (1) the country which incorporates, or first incorporates, it, (2) the country where it is managed, (3) the country where it deals with the outside world, be supposed to be intended? In *Re Hilton* (1909, 2 Ch. 548), Neville, J., decided that it was at any rate not necessary for a company to carry on its business in the United Kingdom, to come within such a description. His lordship therefore allowed the retention, as within an investment clause, of Argentine railway stock. It can easily be seen how the awkward phrase "company in the United Kingdom" arose. The precedent commonly used repeats the phrase "in the United Kingdom, or India, or any British colony or dependency, or any foreign country," wherever it speaks of corporeal property, and it does so without any intervening comma. These words are *not* so inserted after "any company"—but the clause winds up with a reference to the stock of public, municipal, and local bodies (which of course have an obvious local habitation), and it repeats the phrase with regard to them. Nothing is simpler than to carry the phrase back, and to treat it as applying to the companies also. Such a course would be immaterial in the original precedent, because the words of locality are not in any way restrictive. But in *Re Hilton* they were made restrictive by the omission of foreign countries, and the "companies" were mixed up with the "local bodies" in such a way that it was obvious that the same restrictions must be applied to both. The words ran: "stocks of any corporation,

company . . . or public body, municipal, commercial or otherwise, in the United Kingdom, or India, or any other colony or dependency of the United Kingdom." Hence the inelegance.

It is announced that the Rhodes Trustees have offered, and the University of Oxford has accepted, an annual sum of £200 for five years in aid of teaching law, and the delegates of the Common University Fund have promised an additional annual sum of £50 for the same purpose. A decree will therefore be introduced in Convocation on the 15th of February to establish a Lectureship for five years in Criminal Law and the Law of Evidence.

Though the Judicial Committee is not nearly so dilatory in the delivery of its judgment as it used to be, says a writer in the *Globe*, it is still rather more quick to hear appeals than to decide them. There are ten Indian cases standing for judgment, two of which were heard more than three months ago. One of these ten appeals raises a question not without a touch of humour. "Whether, according to the laws and customs of the Jains, a married man can be validly adopted" is the nice problem which the committee have to solve. Mr. Ameer Ali, whose recent appointment to the Judicial Committee was celebrated by a banquet the other evening, assisted to hear seven of the ten cases waiting for judgment.

In a case before the Court of Appeal, on Tuesday, the Master of the Rolls said, according to the *Times*, that by rule 34 of the Workmen's Compensation Rules, 1907, it was expressly laid down that at the hearing of any arbitration or special case "the judge *shall* make a note of any question of law raised and of the facts in evidence in relation thereto." In most cases the county court judges did furnish this court with notes of the evidence, which in the majority of cases was amply sufficient to enable a proper decision to be arrived at, but it had sometimes happened that a county court judge had not thought it was his duty to supply the Court of Appeal with proper notes of the evidence. Five years ago, in the case of *Brine* v. *Cory*, Lord Collins, then Master of the Rolls, expressed his opinion strongly to the effect that a judge or arbitrator should always take a note of the evidence in all cases under the Workmen's Compensation Act, and he sent that case back to the county court for proper evidence. Since then the question had been before the court on various occasions, and his Lordship could not say how often he had been obliged to speak about the duty imposed on a county court judge to take notes of the evidence in these cases; and he desired most emphatically to repeat that it was the duty of the judge to take a full note of the evidence, so that in the event of the case coming up to the Court of Appeal that court might be able to do justice to the parties. All that could now be done in this case was to send the papers back to the county court judge and ask him to furnish this court with the best note or memorandum he could of the result of the evidence.

Mr. Justice Grantham, in charging the grand jury at Oxford on the 4th inst., said, according to the *Times*, that he was surprised at receiving a letter from Mr. Winterbotham, the President of the Law Society, stating that the society was very much aggrieved at what he had said at Reading—namely, that the society had given up the idea of the grouping of counties, and that he must have misunderstood Mr. Winterbotham in his saying that if the criminal work was not grouped there was little to be gained in grouping for civil work only. Mr. Winterbotham wound up the letter by suggesting that he should write a letter to the *Times* contradicting what he had said, or that he should refer to it in his charge at Oxford. He had written a letter to Mr. Winterbotham, in which he said he was sorry that he had misunderstood him. The matter was of the greatest importance, and he felt very strongly that the rights of the people to have their cases tried locally should be continued. He did not deny that in the past some of the circuits had got a bad reputation. It might be said he had no right to refer to the past, but everybody knew who was the judge who brought circuit life into discredit, and that was Mr. Justice Hawkins, who did not like to try civil cases and who used to spin out the time in trying criminal cases and let civil cases go. He had followed him round the circuits, and had had to do the work Mr. Justice Hawkins refused to do or made some excuse for not doing. It was through Mr. Justice Hawkins's dislike to try civil cases that the bad reputation of the judges for not trying these cases arose. There was another judge who was very fond of referring civil cases, and who did his best to refer them—he had been dead for some years—and the result was that suitors did not get their cases tried. He did not know what the Law Society would do, but he hoped they would not hear of an effort again to deprive the people of the right of having their cases tried locally.

Court Papers.

Supreme Court of Judicature.

ROTA OF REGISTRARS IN ATTENDANCE ON

Date.	Emergency Rota.	Appeal Court No. 2.	Mr. Justice Joyce.	Mr. Justice Swinfen Eady.
Monday ...Feb. 14	Mr Bloxam	Mr Theed	Mr Leach	Mr Church
Tuesday 15	Farmer	Bloxam	Borrer	Theed
Wednesday 16	Leach	Farmer	Beal	Bloxam
Thursday 17	Borrer	Leach	Greswell	Farmer
Friday 18	Beal	Borrer	Goldschmidt	Leach
Saturday 19	Greswell	Beal	Synge	Borrer

Date.	Mr. Justice Warrington.	Mr. Justice Neville.	Mr. Justice Parker.	Mr. Justice Eve.
Monday ...Feb. 14	Mr Greswell	Mr Farmer	Mr Beal	Mr Synge
Tuesday 15	Goldschmidt	Leach	Greswell	Church
Wednesday 16	Synge	Borrer	Goldschmidt	Theed
Thursday 17	Church	Beal	Synge	Bloxam
Friday 18	Theed	Greswell	Church	Farmer
Saturday 19	Bloxam	Goldschmidt	Theed	Leach

Winding-up Notices.

London Gazette.—FRIDAY, Feb. 4.

JOINT STOCK COMPANIES.

LIMITED IN CHANCERY.

ANGLICIA PETROLEUM CO, LTD (IN LIQUIDATION)—Creditors are required, on or before March 4, to send their names and addresses, and particulars of their debts or claims, to Alfred Robert Holland, 28, Bishopsgate st Within. Bischoff & Co, 4, Great Winchester st, solors for the liquidator

ANGLO GALICIAN OIL CO, LTD (IN LIQUIDATION)—Creditors are required, on or before March 4, to send their names and addresses, and particulars of their debts or claims, to Alfred Robert Holland, 28, Bishopsgate st Within. Bischoff & Co, 4, Great Winchester st, solors for the liquidators

BRITANNIA PUBLISHING CO, LTD—Petn for winding up, presented Jan 31, directed to be heard Feb 15. H. W. Rydon, 77, Cornhill. Notice of appearing must reach the above-named not later than 6 o'clock in the afternoon of Feb 14

GLANMWRWG COLLIERY CO, LTD—Creditors are required, on or before Feb 19, to send their names and addresses, and the particulars of their debts or claims, to Samuel Taylor, 3, Temple bldgs, Goat st, Swansea, liquidator

HOLLINGWORTH & CO, LTD—Petn for winding up, presented Jan 29, directed to be heard at the County Court House, Albion pl, Leeds, on Feb 14. Milner, 58, Albion st, Leeds, solor for the petner. Notice of appearing must reach the above-named not later than 6 o'clock in the afternoon of Feb 12

INTERNATIONAL INSURANCE CO, LTD (IN LIQUIDATION)—Creditors are required, on or before Feb 28, to send their names and addresses, and the particulars of their debts or claims, to James Bawn and W. S. Harvey, 45, 49, Holborn-viaduct, liquidators

London Gazette.—TUESDAY, Feb. 8.

JOINT STOCK COMPANIES.

LIMITED IN CHANCERY.

CARLTON PUBLICITY CO, LTD—Creditors are required, on or before March 22, to send their names and addresses, and the particulars of their debts or claims, to Cuthbert E. Smedley, Whitehall House, 29, Charing Cross liquidator

EDWIN J. BEETT (1907), LTD—Petn for winding up, presented Feb 3, directed to be heard Feb 22 Ridsdale & Son, Gray's inn sq, agents for Geo Crombie & Son, Stonegate, York, solors for the petners. Notice of appearing must reach the above named Ridsdale & Son, not later than 6 o'clock in the afternoon of Feb 21

HENRY HEATH, LTD—Petn for winding up, presented Feb 3, directed to be heard Feb 22. Simmons & Simmons, Cheapside, solors for the petners. Notice of appearing must reach the above named not later than 6 o'clock in the afternoon of Feb 21

NEW BUTTER KNOWLE COLLIERY CO, LTD—Creditors are required, on or before Feb 17, to send in their names and addresses, with particulars of their debts or claims, to William Wood, 87A, Northgate, Darlington

SWANSEA OXALIC ACID WORKS, LTD—Petn for winding up, presented Feb 4, directed to be heard Feb 22. Helder & Co, Clement's inn, Strand; for Dähne, Swansea, solor for the petner. Notice of appearing must reach the above-named not later than 6 o'clock in the afternoon of Feb 21

TAYLOR & NASH, LTD—Creditors are required, before Feb 24, to send particulars of their claims to Archibald Miller, Rupert st, Bristol

Resolutions for Winding-up Voluntarily.

London Gazette.—FRIDAY, Feb. 4.

SAMUEL MASON, LTD.
SAMSON LEATHER TREADS AND TYRE CO, LTD.
H. BARTLETT & CO, LTD.
ANGLO-SPANISH GAS CO, LTD.
EGYPTIAN LIGNOLITE AND BRICK CO, LTD.
LONDON TWEEFONTEIN SYDICATE, LTD.
E. PLOWMAN & CO, LTD.
METER CABS, LTD.
VIADUCT HOTEL AND RESTAURANT CO, LTD.
TEMPLE BAR TRUST, LTD.
SANSU MINE, LTD.
JOHN SPEIGHT, SON, & CO, LTD.
WORKS SYNDICATE, LTD.
BRITISH LYSOFORM CO, LTD.
NATIONAL MOTOR ACADEMY AND EXCHANGE, LTD.
INGLETON COLLIERIES, LTD.
F. W. WILLIAMS & CO (STOKE-ON-TRENT), LTD.

London Gazette.—TUESDAY, Feb. 8.

MARSH, SON, & GIBBS, LTD.
EMPRESS SKATING RINK (IPSWICH), LTD.
EASTBOURNE MARKET CO, LTD.
THE FIRST CO-OPERATIVE TAXICAB CO (Unlimited Company)
HEYES BROS (APPLETON), LTD.
"HAZELDENE" STEAMSHIP CO, LTD.
HARRISONS OF BRISTOL, LTD.
AVENUE LIGHTER CO, LTD.
W. GRIGGS & SONS (1906), LTD.
CARTER SMITH, LTD.
CAR MART, LTD.
MALVERN MINERAL WATERS CO, LTD.
FRUIT JUICE CO, LTD (Reconstruction)
UNITED KINGDOM LAND SOCIETY, LTD.
KIDDERMINSTER LANDED INVESTMENT CO, LTD.
BRITISH LIQUOZONE CO, LTD.
MAISON MODELE, LTD.

The Property Mart.

Forthcoming Auction Sales.

Feb. 16.—Messrs. THURGOOD & MARTIN, at the Mart, at 2: Leasehold Warehouses and Trade Premises (see advertisement, back page, Jan 29).

Feb. 17.—Messrs. H. E. FOSTER & CRANFIELD, at the Mart, at 2: Absolute Reversions, Policies of Assurance, &c. (see advertisement, back page, this week).

Feb. 17.—Messrs. STIMSON & SONS, at the Mart, at 2: Freehold Ground-Rent (see advertisement back page, this week).

Feb. 23.—Messrs. BAXTER, PAYNE & LEPPER, at the Mart, at 2: Freehold Estate (see advertisement, back page, this week).

Mar. 2.—Messrs. SALTER, REX & Co., at the Mart, at 2: Freehold Ground-Rent (see advertisement, back page, this week).

Creditors' Notices

Under Estates in Chancery.

LAST DAY OF CLAIM.

London Gazette.—TUESDAY Feb. 8.

CROYDON, EDWARD, Heathfield, Torquay, Devon March 1 Hincks and Another v Roberts and Others, Eve, J Hill, College hill, Cannon st

Under 22 & 23 Vict. cap. 35.

LAST DAY OF CLAIM.

London Gazette.—FRIDAY, Jan. 28.

AGNEW, ROBERT, Willingdon, Sussex March 1 Carless, St Leonards on sea
ALEXANDER, SOLOMON, Fore st, Trimming Manufacturer March 15 Simmons, Finsbury pavement
ANDREWS, JAMES BRUYN, Reform Club, Pall Mall Feb 28 Edwards & Sons, Moorgate st
BARTON, Rev CECIL EDWARD, Lyme Regis, Dorset March 1 Winterbotham, Frederick's pl, Old Jewry
BEALL, WILLIAM HENRY, Briarwood rd, Clapham Feb 28 Holder & Wood, Cheapside
BEAUMONT, EPHRAIM, Flockton, nr Wakefield Feb 12 Harrison & Co, Wakefield
BENTLEY, THOMAS APPLEYARD, Fallowfield, Lancs, Insurance Manager March 11 Sale & Co, Manchester
BEYNON, MARIA COLLINS, Clifton, Bristol March 28 Pennington & Higson, Liverpool
BIRD, EDWIN, Burton upon Trent March 1 Weston, Kidderminster
COTTON, JOSEPH, Gnosall, Staffs, Plumber Feb 11 Middleton & Co, Stone, Staffs
COWL, GEORGE PAPE, Leeds Feb 7 Hutley, Leeds
CRAWSHAW, THOMAS, Halifax, Builder March 1 Dickons & Aked, Halifax
CURLING, HENRY THOMAS, Ramsgate Mar 7 Janson & Co, College hill
DARBY, CATHERINE, Altofts, nr Normanton Mar 15 Gough, Birmingham
DIXON, Lieut-Col CHARLES FREDERICK, Southsea, Hants Feb 25 Brundrett & Co, King's Bench walk, Temple
EAKERS, ELLEN, Addison rd Feb 28 James & Snow, Exeter
FOAT, HARRY, Margate, Grocer Feb 28 Hills & Shea, Margate
GERRARD, MILES, Vicar's Cross, nr Chester Feb 21 Giles, Eastgate, Chester
GRAY, PRISCILLA, Gamlingay, Cambridge Mar 12 Smith, Sandy, Beds
HARRINGTON, EMILY, Oakley cres, Chelsea Mar 9 Ince & Co, Fenchurch st
HARRISON, MARY, Scarborough Feb 14 Whitfield, Scarborough
HICKS, EMMA ELIZABETH, Edgbaston, Birmingham Mar 11 Beale & Co, Birmingham
ISTED, SARAH, High Coniscliffe, Durham Feb 21 Alderson, Morpeth
JOHNSON, FANNY, Eastwood, Notts, Mar 1 Stone, Derby
JONES, HENRY, Hereford, Fruit Merchant Feb 26 Orton, Coventry
JOYCE, THOMAS HOWARD, Deal Feb 28 Cattarns & Co, Mark ln
LANG, JULES, Hampstead, Feb 25 Hicks & Co, King st, Covent gdn
LEEMING, ANTHONY, Bentham, Yorks Mar 1 Thompson & Co, Bentham, nr Lancaster
LOXLEY, SARAH, Catford Feb 28 Raphael & Co, Moorgate st
MCCULLOCH, ANDREW, Rusholme, Manchester, Credit Draper Mar 18 Tucker & Co, Manchester
MANSERGH, RICHARD EDWARD, Everton, Liverpool, Cowkeeper Mar 10 Lloyd, Liverpool
MARSHALL, WILLIAM, Greenwich Mar 11 Jackson & Co, Fenchurch st
MARTIN, ABEL, Plymouth Feb 26 Woollcombe & Sons, Plymouth
MASTERMAN, EMMA, Hastings Feb 26 Masterman & Everingtou, Gt Winchester st
MASTERS, ELIZABETH, Clifton, Bristol Feb 28 Lock & Co, Dorchester
MAURICE, RICHARD THELWALL, Fowlers Bay, Australia Feb 28 Blyth & Co, Old Broad st
MILLS, ROBERT, South Woodford, Essex, Pawnbroker Feb 28 Attenborough & Sons, Thavies Inn
NICOLL, MELINA, Belsize Park, South Hampstead Mar 16 Routh & Co, Southampton st, Bloomsbury
ORRELL, GEORGE HARRY PERCY, Crewe Mar 22 Eaton, Manchester
PEARCE, SELINA, Wandsworth Mar 12 Sloper & Co, High st, Wandsworth
RANDELL, JOHN CHARLES, Blackwater, Hants Feb 28 Cattarns & Co, Mark ln
ROBINSON, ROBERT, Kersal, nr Manchester Feb 24 Farrar & Co, Manchester
ROUSE, ROBERT, East Grinstead, Rent Collector Mar 1 Pearless & Co, East Grinstead
ROWE, JANE, Lytham Feb 18 W & J Cooper, Preston
SCHACK, GEORGE FRIEDRICH LUDWIG, Harrington st, St Pancras Feb 28 Leader & Co, Newgate st
SMITH, JOHN SIDNEY, New Brighton, Chester, Metal Merchant Feb 28 Read & Brown, Liverpool
SMITH, THOMAS, Winchcomb, Glos Feb 10 Stephens & Stephens, Winchcomb, SO, Glos
STEVENSON, RUFUS, Tunbridge Wells, Assistant Overseer March 11 Cripps & Co, Tunbridge Wells
SUTTON, FRED, Newcastle upon Tyne, Teeth Extractor March 1 Richardson & Elder, Newcastle upon Tyne
THORNTON, ARTHUR PARRY, Hove, Sussex March 1 Godden & Co, Old Jewry
TOON, SARAH, Loughborough March 11 C W & F H Toone, Loughborough
TRENDELL, Sir ARTHUR JAMES RICHENS, C M G, Oakwood ct, Kensington Feb 26 Malkin & Co, Croydon
TURRELL, FREDERICK, Kenley, Surrey Feb 26 Edridge & Newnham, Croydon
VERNON-HARGITT, EDITH, Northenden, Chester Feb 28 Lea, Manchester
WALKER, FARLANE MACFARLANE, Halifax, Ventilating Engineer March 12 Jubb & Co, Halifax
WHITMORE, ESTHER, Grassendale Park, Grassendale, Liverpool March 28 Pennington & Higson, Liverpool
WILSON, JOSEPH, Holmesdale, South Norwood March 1 Herman, Verulam bldgs, Gray's inn

London Gazette.—TUESDAY, Feb. 1.

ADAMS, EDWARD ADAMS, Madeley rd, Ealing Mar 12 Bond, Broadway, Ealing
ANGELL, JANET, Lorne Park, Bournemouth Mar 1 Preston & Francis, Bournemouth
BANNISTER, ELIZABETH, Tregunter rd, South Kensington Mar 18 Laundy & Co, Bedford st, Strand
BANNISTER, RICHARD, Tregunter rd, South Kensington Mar 19 Laundy & Co, Bedford st
BAYS, EDWIN, Cambridge, Architect Mar 1 Symonds, Cambridge
BOTTING, HENRY PERCY, Sedgefield, Durham, Farmer Mar 31 Faber & Co, Stockton on Tees
BOURNE, SARAH, Windsor Feb 28 London & Carpenter, Budge row
BRAGG, WALTER, Claines, Worcester Mar 10 Garrard & Anthony, Worcester
BRETT, HEBBERT WILFORD, Newbury, Berks Mar 15 Hughes & Co, Budge row
BULLIVANT, HENRY WILLIAM, Lavenham, Suffolk, Harness Maker Feb 28 Steed & Steed, Sudbury
BUSFIELD, MARTHA SMITH, Bramley, Leeds Mar 1 Gordon & Co, Bradford
CLIFTON, JAMES, Fordingbridge, Southampton Mar 25 Jackson & Sons, Fordingbridge, Hants
COPPOCK, WILLIAM, Stockton Heath March 1 Davies & Co, Warrington
DENT, ELIZABETH ALMA, Birkdale, nr Southport March 11 Watson & Co, Barnard Castle
DRYSDALE, GEORGE RUSSELL, Hersham, Walton on Thames March 15 Ball & Redfern, Southampton bldgs, Chancery ln
ELLISON, MARY, Lower Ince, nr Wigan March 28 Hart Dyke, Duchy of Lancaster Office
FARMEDOWE, ABRAHAM, Olive rd, Cricklewood March 1 Braby & Waller, Arundel st, Strand
FORRESTER, CATHERINE, Wolstanton, Staffs April 4 Tomkinson & Co, Burslem
FULKE, Right Hon ALGERNON WILLIAM FULKE, Baron GREVILLE, Draycott pl March 12 Dowson & Co, Surrey st
GERRARD, LOUISA, Ashton on Ribble, Preston Feb 19 Craven & Son, Preston
HARRISON, CHARLES FREDERICK, Dalston March 19 Forbes & Son, Mark ln
HORTON, ELIZABETH, Sheffield, German Silver Founder March 1 Neal & Co, Sheffield
INGRAM, ANNIE, Amble, Northumberland March 1 W J S & J A S Scott, Newcastle upon Tyne
LAMB, GEORGE, Cheltenham March 4 Radford & Frankland, Chancery ln
LEES, WILLIAM GILBERT HYDE, Wimbledon March 7 Head & Hill, Raymond bldgs, Gray's inn
MEACHEN, MAURICE, Talywain, nr Pontypool, Mon April 1 Bythway & Son, Pontypool
MITCHELL, JAMES, Halifax, Cotton Spinner March 1 Boocock & Son, Halifax
MITCHELL, THOMAS, Halifax, Cotton Spinner March 1 Boocock & Son, Halifax
MORTON, THOMAS, Sheffield, Milk Vendor Feb 12 Marshall, Huddersfield
ROOK, CHARLES, Whetstone, Middlesex March 3 Morgan & Harrison, Old Jewry
SLATER, WILLIAM, Woodhouse Mill, Yorks March 5 Jones & Middleton, Chesterfield
SMITH, ARTHUR, Banstead, Sutton, Surrey Feb 28 Fardells, Ryde, I of W
SMITH, CHARLES WOODFIELD, Stretford, nr Manchester March 1 Harvey & Co, Manchester
SUGDEN, ROBERT, Leeds, Merchant March 1 Boocock & Son, Halifax
SWAIN, HARRY, Leyton, Essex March 15 Daniel & Glover, Gt Winchester st
THOMPSON, CAROLINE, Solihull, Warwick Feb 26 Sharpley, Birmingham
TOWNSEND, WILLIAM HENRY, Urmston, Lancs, Metal Merchant March 1 Stubbs, Manchester
TURNLY, CHARLOTTE EMILY, Drumnasole, nr Glenarm, co Antrim, Ireland Feb 24 Nunn & Co, Leadenhall st
TYLOR, WILLIAM HENRY, Sydenham March 15 Johnson, Theobald's rd, Bedford row
WEBSTER, CATHERINE, Peatling hall, nr Lutterworth March 1 Boocock & Son, Halifax
WHITAKER, JONAS, Keighley, Yorks, Coal Merchant March 1 Weatherhead, Keighley
WHITE, GEORGE HARVEY, Droyladen, Lancs, Grocer Feb 28 Hurst & Hewitt, Ashton under Lyne
WILLIAMSON, ELLEN MARY, Worthing Feb 26 Perham & Sons, Bristol

Bankruptcy Notices.

London Gazette.—FRIDAY, Feb. 4.

RECEIVING ORDERS.

ABBOTT, JOHN, Earls Barton, Northampton, Shoe Manufacturer Northampton Pet Feb 1 Ord Feb 1
ACRES, ROBERT ARTHUR, Dudley Hill, Bradford, Joiner Bradford Pet Jan 31 Ord Jan 31
ALEXANDER, GUY, Belgrave sq High Court Pet Dec 18 Ord Jan 31
ASPIN, HARRY, Blackburn, Grocer Blackburn Pet Jan 20 Ord Jan 31
BARTLETT, THOMAS PEARN, Helland, Cornwall, Farm Labourer Truro Pet Feb 1 Ord Feb 1
BEACH, GEORGE, Southampton, Baker, Southamptcn Pet Jan 8 Ord Jan 31
BOOTHROYD, WILLIS, Brigg Great Grimsby Pet Feb 2 Ord Feb 2
BROWN, ARTHUR, Nottingham, Greengrocer Nottingham Pet Feb 1 Ord Feb 1
BUCKLEY, JOHN JAMES, Bury, Lancs, Stonemason Bolton Pet Jan 31 Ord Jan 31
BURROWS, WALTER WILLIAM, Cheltenham, Surgeon Dentist Cheltenham Pet Feb 2 Ord Feb 2
BYERS, GUY EUSTACE, Lloyd's av, Merchant High Court Pet Jan 7 Ord Feb 1
COCKCROFT, FRED, Burnley, Carter Burnley Pet Feb 1 Ord Feb 1
COOPER, EDWIN, Heather, Leicester, Coal Miner Burton on Trent Pet Feb 2 Ord Feb 2
CORNELL, ERNEST, Jewry st, Aldgate, Merchant High Court Pet Jan 7 Ord Feb 1
CRITCHLEY, ALEXANDER, Chorley, Lancs, Baker Bolton Pet Feb 2 Ord Feb 2
DAVIES, DAVID JOHN, Kenfig Hill, Glam, Labourer Cardiff Pet Jan 31 Ord Jan 31
EASTON, JOSEPH FREDERICK BLANCHARD, Woburn Sands, Buckingham, Clothier Northampton Pet Jan 31 Ord Jan 31
ELLISON, JAMES HENRY, Consett, Durham, Steelworker Newcastle on Tyne Pet Jan 31 Ord Jan 31
ELWICK, THOMAS HENRY, Nottingham, Drug Store Keeper Nottingham Pet Feb 2 Ord Feb 2
EVENS, HENRY FRANCIS, Upton on Severn, Worcester, Baker Worcester Pet Feb 1 Ord Feb 1
GUEST, GEORGE WILLIAM, Barnsley, Tailor Barnsley Pet Feb 1 Ord Feb 1
HAINES, FELIX FRED, Leicester, Fishmonger's Salesman Leicester Pet Feb 2 Ord Feb 2
HALL, WILLIAM, Saxmundham, Suffolk, Tobacconist Ipswich Pet Feb 1 Ord Feb 1
HARLOW, WALTER, Burton on Trent, Builder Burton on Trent Pet Jan 21 Ord Jan 31
HICKS, WILLIAM, Bankyfelin, Carmarthen, Miller Carmarthen Pet Feb 2 Ord Feb 2
HOLDSTOCK, WILLIAM, Finborough rd, Richmond rd, Earl's Court, Builder High Court Pet Jan 31 Ord Jan 31
HULLOCK, JOHN, Bolton, Kirkbythore, Westmorland, Farmer Kendal Pet Feb 1 Ord Feb 1
ILES, JOHN, Penrhiwceiber, Glam, Labourer Aberdare Pet Feb 2 Ord Feb 2
KENNY, WALLACE ROBERT, Norwich, Confectioner Norwich Pet Feb 1 Ord Feb 1
LAMBERT, CHARLES, Norton, Suffolk, Carpenter Bury St Edmunds Pet Jan 31 Ord Jan 31
LOUIS, VICTOR, Greenodd, nr Ulverston, Lancs, Builder Barrow in Furness Pet Oct 13 Ord Jan 31
LUBASH, SOLOMON, Tower Bridge rd, General Draper High Court Pet Jan 26 Ord Feb 2
LUNN, JOHN, Under river, Seal, Kent, Farmer Tunbridge Wells Pet Feb 1 Ord Feb 1
MACKAY & Co, Birmingham, Drapers Birmingham Pet Jan 17 Ord Feb 2
MOORE, JOHN, Northwich, Licensed Victualler Crewe Pet Feb 1 Ord Feb 1
MUSSON, JOHN, Kingston upon Hull, Bootmaker Kingston upon Hull Pet Feb 2 Ord Feb 2
NEWLING, SAMUEL, Hitchin, Baker Luton Pet Feb 2 Ord Feb 2
NISBET, EDWARD LAWRENCE P, Philbeach gdns, Kensington High Court Pet Jan 7 Ord Feb 2
OWEN, THOMAS, Holyhead, Hairdresser Bangor Pet Feb 2 Ord Feb 2
PARRY, ROBERT, Eaton Constantine, nr Cressage, Salop, Farmer Shrewsbury Pet Jan 24 Ord Feb 2
PHILLIPS, HUBERT WILBERFORCE, Rowdon, Chester, Physician Manchester Pet Feb 1 Ord Feb 1
POPHAM, GEORGE HENRY, Archibald st, Bow, Draper High Court Pet Jan 3 Ord Feb 2

ROBERTS, PERCIVAL NAYLOR, Coventry Coventry Pet Feb 1 Ord Feb 1
RUNDLE, EDWARD, Treorky, Glam, Builder Pontypridd Pet Feb 1 Ord Feb 1
SHANNAN, CHARLES WILLIAMS, Wymering mans, Elgin av High Court Pet Jan 31 Ord Jan 31
SHAW, SIDNEY HUBERT, One Ash, Ashton on Mersey, Chester, Theatrical Artiste Manchester Pet Feb Ord Feb 2
SUTTON, SAMUEL WILLIAM HENRY, Broomhall, Kempsey, Worcester, Haulier Worcester Pet Jan 31 Ord Jan 31
TAYLOR, WALTER WILLIAM, Heytesbury, Wilts, Licensed Victualler Frome Ord Feb 2 Pet Feb 2
THOMAS, THOMAS, Lamphey, Pembroke, Farmer Pembroke Dock Pet Feb 2 Ord Feb 2
THORNE, HENRY EDWIN, Gloucester, Ironmonger Gloucester Pet Feb 1 Ord Feb 1
TREND, PHILIP JAMES, Newton Abbot, Devon, Seed Merchant Exeter Pet Feb 1 Ord Feb 1
WATSON, HENRY, Brigham, nr Cockermouth, Cumberland, Coal Agent Cockermouth Pet Jan 31 Ord Jan 31

Amended Notice substituted for that published in the London Gazette of Jan 28:

DIXON, HENRY BARRINGTON, Brockley, Coal Merchant Greenwich Pet Dec 18 Ord Jan 25

FIRST MEETINGS.

ACRES, ROBERT ARTHUR, Dudley Hill, Bradford, Joiner Feb 12 at 11 Off Rec, 12, Duke st, Bradford
ALEXANDER, GUY, Belgrave sq Feb 15 at 12 Bankruptcy bldgs, Carey st
BAKER, THOMAS HENRY PASSMORE, Gloucester Feb 12 at 12 Off Rec, Station rd, Gloucester
BAKER, WILLIAM JOHN, Wantage, Berks, Farmer Feb 12 at 12 1, St Aldates, Oxford
BARTLETT, THOMAS PEARN, Brinkey Wel, Helland, Cornwall, Farm Labourer Feb 12 at 3 Off Rec, 12, Princes st, Truro
BEACH, GEORGE, Southampton, Baker Feb 14 at 3.30 Off Rec, Midland Bank chmbrs, High st, Southampton
BILLING, ROBERT HENRY, Winton, nr Manchester, Saddler Feb 12 at 11 Off Rec, Byrom st, Manchester
BYERS, GUY EUSTACE, Lloyd's av, Merchant Feb 14 at 12 Bankruptcy bldgs, Carey st
CHORLEY, NOBLE, Corkickle, Whitehaven, Cumberland, Market Gardener Feb 16 at 11 Court house, Whitehaven
CHURCH, HERBERT SMITH, Overstrand, Norfolk, Photographer Feb 12 at 1 Off Rec, 8, King st, Norwich
CORNELL, ERNEST, Jewry st, Aldgate, Merchant Feb 14 at 11 Bankruptcy bldgs, Carey st
DAVIES, DAVID JOHN, Kenfig Hill, Glam, Labourer Feb 14 at 12 Off Rec, 117, St Mary st, Cardiff
DENMAN, ERNEST WILLIAM, Hounslow Feb 14 at 3 14, Bedford row
DOUGLAS, F GORDON, Hillsborough Barracks, Sheffield Feb 15 at 11 Bankruptcy bldgs, Carey st
ELLIS, WILLIAM JOSEPH, and ALBERT JEFFREY ELLIS, Maryport, Cumberland, Grocers Feb 14 at 2.30 Court House, Cockermouth
ELLISON, JAMES HENRY, Consett, Durham, Steelworker Feb 12 at 11 Off Rec, 30, Mosley st, Newcastle on Tyne
ETHERINGTON, THOMAS WILLIAM, Stockton on Tees, Fish Dealer Feb 14 at 11.30 Off Rec, Court chmbrs, Albert rd, Middlesbrough
EVANS, HENRY FRANCIS, Upton on Severn, Worcester, Baker Feb 14 at 12 Off Rec, 11, Copenhagen st, Worcester
GREENWAY, JESSE, Arlingham, Glos, Grocer Feb 12 at 12.30 Off Rec, Station rd, Gloucester
HAINES, FELIX FRED, Leicester, Fishmonger's Salesman Feb 14 at 12 Off Rec, 1, Berridge st, Leicester
HALL, WILLIAM, Saxmundham, Suffolk, Tobacconist Feb 17 at 1.15 Off Rec, 36, Princes st, Ipswich
HOLDSTOCK, WILLIAM, Finborough rd, Earl's Court, Builder Feb 15 at 2.30 Bankruptcy bldgs, Carey st
HORSCROFT, THEODORE B, North st, Isleworth, Property Owner Feb 14 at 12 14, Bedford row
LAMBERT, CHARLES, Norton, Suffolk, Carpenter Feb 14 at 3 Angel Hotel, Bury St Edmunds
LANSLEY, ALFRED, High rd, Kilburn, Clothier Feb 16 at 12 Bankruptcy bldgs, Carey st
LEE, ALBERT EDWIN, Shottenden, Kent, Publican Feb 12 at 10.30 Off Rec, 86A, Castle st, Canterbury
LIVESEY, JOSEPH, Southport, Confectioner Feb 15 at 11 Off Rec, 35, Victoria st, Liverpool
LUDASH, SOLOMON, Tower bridge, General Draper Feb 14 at 2.30 Bankruptcy bldgs, Carey st
MASON, JOHN EDWARD, S Kirkby, nr Wakefield, Builder Feb 14 at 11 Off Rec, 6, Bond ter, Wakefield
MOORE, JOHN, Northwich, Chester, Licensed Victualler Feb 14 at 12 Off Rec, King st, Newcastle, Staffs
MOULD, WILLIAM HENRY, Old Hill, Staffs, Plumber Feb 14 at 12 Off Rec, 1, Priory st, Dudley
PARRY, ROBERT, Eaton Constantine, nr Cressage, Salop, Farmer Feb 12 at 10.30 Off Rec, 22, Swan hill, Shrewsbury
PARTINGTON, THOMAS BOWER, Moss Side, Manchester, Tailor Feb 12 at 11.30 Off Rec, Byrom st, Manchester
PERRY, JAMES JOHN, Cardiff, Baker Feb 14 at 3 Off Rec, 117, St Mary st, Cardiff
POPHAM, GEORGE HENRY, Archibald st, Bow, Draper Feb 17 at 12 Bankruptcy bldgs, Carey st
SHANNAN, CHARLES WILLIAM, Wymering mans, Elgin av Feb 17 at 1 Bankruptcy bldgs, Carey st
SHAW, WILLIAM, Marsden, nr Huddersfield, Cotton Burner Feb 14 at 12.30 Huddersfield Incorporated Law Society's Room, Imperial Arcade, New st, Huddersfield
SPARROW, JESSE, Love walk, Camberwell, Theatrical Manager Feb 17 at 11 Bankruptcy bldgs, Carey st
SUTTON, SAMUEL WILLIAM HENRY, Broomhall, Kempsey, Worcester, Haulier Feb 14 at 11.30 Off Rec, 11, Copenhagen st, Worcester
TREND, PHILIP JAMES, Newton Abbot, Devon, Seed Merchant Feb 15 at 11.30 Off Rec, 9, Bedford circus, Exeter
WOOD, HARRY, Redcar, Yorks, Printer Feb 15 at 11.30 Off Rec, Court chmbrs, Albert rd, Middlesbrough

ADJUDICATIONS.

ABBOTT, JOHN, Earls Barton, Northampton, Shoe Manufacturer Northampton Pet Feb 1 Ord Feb 1
ACRES, ROBERT ARTHUR, Dudley Hill, Bradford, Joiner Bradford Pet Jan 31 Ord Jan 31
ASPIN, HARRY, Blackburn, Grocer Blackburn Pet Jan 20 Ord Feb 2
ASTLEY, JACOB JOHN, Seymour st, Portman sq High Court Pet May 5 Ord Jan 31
BAKER, WILLIAM JOHN, Wantage, Berks, Farmer Oxford Pet Jan 6 Ord Feb 1
BARTLETT, THOMAS PEARN, Helland, Cornwall, Farm Labourer Truro Pet Feb 1 Ord Feb 1
BOOTHROYD, WILLIE, Brigg Great Grimsby Pet Feb 2 Ord Feb 2
BROWN, ARTHUR, Nottingham, Greengrocer Nottingham Pet Feb 1 Ord Feb 1
BUCKLEY, JOHN JAMES, Bury, Lancs, Stonemason Bolton Pet Jan 31 Ord Jan 31
BURROWS, WALTER WILLIAM, Cheltenham, Surgeon Dentist Cheltenham Pet Feb 2 Ord Feb 2
CHARNEY, GUSTAV, Tranmere, Chester, Bag Agent Liverpool Pet Feb 2 Ord Dec 30
COOKCROFT, FRED, Burnley, Carter Burnley Pet Feb 1 Ord Feb 1
COOPER, EDWIN, Heacher, Leicester, Coal Miner Burton on Trent Pet Feb 2 Ord Feb 2
CRITCHLEY, ALEXANDER, Chorley, Lancs, Baker Bolton Pet Feb 2 Ord Feb 2
DAVIES, DAVID JOHN, Kenfig Hill, Glam, Labourer Cardiff Pet Jan 31 Ord Jan 31
DIXON, HENRY BARRINGTON, Brockley, Coal Merchant Greenwich Pet Dec 18 Ord Feb 1
ELLISON, JAMES HENRY, Consett, Durham, Steelworker Newcastle on Tyne Pet Jan 31 Ord Jan 31
ELWICK, THOMAS HENRY, Nottingham, Drug Storekeeper Nottingham Pet Feb 2 Ord Feb 2
EVANS, HENRY FRANCIS, Upton on Severn, Worcester Baker Worcester Pet Feb 1 Ord Feb 1
GUEST, GEORGE WILLIAM, Barnsley, Tailor Barnsley Pet Feb 1 Ord Feb 1
HAINES, FELIX FRED, Leicester, Fishmonger's Salesman Leicester Pet Feb 2 Ord Feb 2
HALL, WILLIAM, Saxmundham, Tobacconist Ipswich Pet Feb 1 Ord Feb 1
HARLOW, WALTER, Burton on Trent, Builder Burton on Trent Pet Jan 21 Ord Feb 2
HICKS, WILLIAM, Bankyfelin, Carmarthen, Miller Carmarthen Pet Feb 2 Ord Feb 2
HULLOCK, JOHN, Bolton, Kirbythore, Westmorland, Farmer Kendal Pet Feb 1 Ord Feb 1
ILES, JOHN, Penrhiwceiber, Glam, Labourer Aberbare Pet Feb 2 Ord Feb 2
KENNY, WALLACE ROBERT, Norwich, Confectioner Norwich Pet Feb 1 Ord Feb 1
LAMBERT, CHARLES, Norton, Suffolk, Carpenter Bury St Edmunds Pet Jan 31 Ord Jan 31
MOORE, JOHN, Northwich, Licensed Victualler Crewe Pet Feb 1 Ord Feb 1
MUSSON, JOHN, Kingston upon Hull, Boot Maker Kingston upon Hull Pet Feb 2 Ord Feb 2
NEWLING, SAMUEL, Hitchin, Herts, Baker Luton Pet Feb 2 Ord Feb 2
OWEN, THOMAS, Holyhead, Hairdresser Bangor Pet Feb 2 Ord Feb 2
PHILLIPS, HUBERT WILBERFORCE, Bowdon, Chester, Physician Manchester Pet Feb 1 Ord Feb 1
PULLEN, SAMUEL EDWIN, Burleigh rd, Highgate rd, Fruiterer High Court Pet Jan 6 Ord Jan 31
RAMSAY, CLAUDE LOUIS SLOLEY, Laurence Pountney hill, Merchant High Court Pet Aug 31 Ord Feb 2
ROBERTS, PERCIVAL NAYLOR, Coventry Coventry Pet Feb 1 Ord Feb 1
RUNDLE, EDWARD, Treorky, Glam, Builder Pontypridd Pet Feb 1 Ord Feb 1
SHANNAN, CHARLES WILLIAM, Elgin av High Court Pet Jan 31 Ord Jan 31
SHAW, SIDNEY HUBERT, One Ash, Ashton on Mersey, Chester, Theatrical Artiste Manchester Pet Feb 2 Ord Feb 2
SMALE, R, Bristol, Undertaker Bristol Pet Jan 18 Ord Feb 2
SUTTON, SAMUEL WILLIAM HENRY, Broomhall, Kempsey, Worcester, Farmer Worcester Pet Jan 31 Ord Jan 31
TAYLOR, WALTER WILLIAM, Heytesbury, Wilts, Licensed Victualler Frome Pet Feb 2 Ord Feb 2
THORNE, HENRY EDWIN, Gloucester, Ironmonger Gloucester Pet Feb 1 Ord Feb 1
TOMEY, PERCY, Tantallon rd, Balham, Engineer High Court Pet Dec 20 Ord Jan 31
WATSON, HENRY, Brigham, nr Cockermouth, Cumberland, Coal Agent Cockermouth Pet Jan 31 Ord Jan 31
WORTS, CHARLES PERCY, Farnham, Surrey, Brewer Guildford Pet Jan 26 Ord Jan 31

London Gazette.—TUESDAY, Feb. 8.

RECEIVING ORDERS.

BRUSTON, FREDERICK, Paignton, Devon, Artist Plymouth Pet Feb 3 Ord Feb 3
BUSHELL, ELIZABETH, Southport, Boot Dealer Liverpool Pet Feb 3 Ord Feb 3
CAPOCCI, GELTRUDA, Bournemouth, Ice Cream Vendor Poole Pet Feb 3 Ord Feb 3
CASSELL, JOHN, Birmingham, Furrier Birmingham Pet Feb 1 Ord Feb 4
CULLEY, FREDERICK ANDREW, Scarborough, Outfitter Scarborough Pet Feb 3 Ord Feb 3
DANIELS, SIDNEY ALLEN, Waltham Abbey Edmonton Pet Feb 4 Ord Feb 4
FELGATE, ALFRED ERNEST, and WILLIAM STOREY, Reading, Electrical Engineers Reading Pet Feb 5 Ord Feb 5
FENN, GEORGE, Gedding, Suffolk, Farmer Bury St Edmunds Pet Feb 4 Ord Feb 4
GANNON, PETER, St Helen's, Lancs, Egg Merchant Liverpool Pet Feb 3 Ord Feb 3
HARTLAND, GEORGE FARMER, Birmingham, Grocer Birmingham Pet Feb 3 Ord Feb 3
HORSMAN, ALFRED HERBERT, Bedford Bedford Pet Feb 5 Ord Feb 5
JANKE, ERNEST OSCAR, Frederick st, Caledonian rd, Baker High Court Pet Feb 5 Ord Feb 5
LEE, CHARLES, and CORBY LEE, Halifax, Tailors Halifax Pet Feb 3 Ord Feb 3
MANSER, BERTIE JAMES, Maidstone, Pork Butcher Maidstone Pet Feb 5 Ord Feb 5
MARSH, GEORGE, Chiswick, Builder Brentford Pet Jan 14 Ord Feb 4
MINSHULL, THOMAS, Chorlton, Backford, Chester, Farmer Chester Pet Feb 4 Ord Feb 4
MORRIS, DAVID, Pontyeats, Carmarthen Tailor Carmarthen Pet Feb 3 Ord Feb 3
NICHOLSON, WILLIAM ARTHUR KENWORTHY, Aldborough, Boroughbridge York Pet Feb 2 Ord Feb 2
PEAK, CHARLES, Lowestoft, Carter Gt Yarmouth Pet Feb 5 Ord Feb 5
POPHAM, ALEXANDER, Malden Kingston, Surrey Pet Nov 19 Ord Feb 3
SCHAVERIEN, L Eastcheap, Jeweller High Court Pet Jan 17 Ord Feb 3
SCHWARZWAELLER, HUGO, Labercost rd, Tulse hill High Court Pet Jan 13 Ord Feb 3

Amended Notices substituted for those published in the London Gazette of Feb 1:

HORSCROFT, THEODORE BROUGHAM, Isleworth, Property Owner Brentford Pet Nov 29 Ord Jan 28

MARTIN, FRANK, Bristol, Hardware Dealer Bristol Pet Jan 29 Ord Jan 29

Amended Notice substituted for that published in the London Gazette of Feb 4:

SHAW, SIDNEY HUBERT, Ashton on Mersey, Chester, Theatrical Artiste Manchester Pet Feb 2 Ord Feb 2

FIRST MEETINGS.

ABBOTT, JOHN, Earls Barton, Northampton, Shoe Manufacturer Feb 17 at 11.30 Off Rec, The Parade, Northampton

ASPIN, HARRY, Blackburn, Grocer Feb 18 at 2.45 County Court house, Blackburn

BALKIN, CARL, Rhosneigr, Anglesey, Watchmaker Feb 16 at 12 Crypt chmbrs, Eastgate row, Chester

BOOTHROYD, WILLIE, Brigg Feb 16 at 11 Off Rec, St Mary's chmbrs, Great Grimsby

BRYANT, ALBERT EDWARD, and ALFRED JOHN FURBER, Gloucester, Boot Factors Feb 16 at 12 Off Rec, Station rd, Gloucester

BUCKLEY, JOHN JAMES, Bury, Lancs, Stonemason Feb 16 at 3 19, Exchange st, Bolton

BULLAMORE, MATTHEW, Scarborough, Grocer Feb 18 at 4 Off Rec, 48, Westborough, Scarborough

CAPOCCI, GELTRUDA, Bournemouth, Ice Cream Vendor Feb 16 at 2 Arcade chmbrs (First floor), Bournemouth

COCKCROFT, FRED, Burnley, Carter Feb 16 at 11 Off Rec, 13, Winckley st, Preston

CRITCHLEY, ALEXANDER, Chorley, Lancs, Baker Feb 17 at 3 19, Exchange st, Bolton

CULLEY, FREDERICK ANDREW, Scarborough, Outfitter Feb 18 at 4.30 Off Rec, 48, Westborough, Scarborough

EASTON, JOSEPH FREDERICK BLANCHARD, Woburn Sands, Bucks, Clothier Feb 17 at 11 Off Rec, The Parade, Northampton

FENN, GEORGE, Gedding, Suffolk, Farmer Feb 18 at 11.45 Angel Hotel, Bury St Edmunds

GALE, REUBEN GEORGE HENRY, Neath, Glam, Fish Dealer Feb 16 at 11 Off Rec, Government bldgs, St Mary's st, Swansea

GEORGE, ARCHIE, Eardisland, Hereford, Miller Feb 16 at 2.30 2, Offa st, Hereford

GRENNAN, ISRAEL, Pontypool, Mon, Jeweller Feb 18 at 11 Off Rec, 144, Commercial st, Newport, Mon

GUEST, GEORGE WILLIAM, Barnsley, Tailor Feb 16 at 10.30 Off Rec, 7, Regent st, Barnsley

HERBERT, HELEN MARY, Sidmouth, Devon Feb 17 at 10.30 Off Rec, 9, Bedford circus, Exeter

ILES, JOHN, Penrhiwceiber, Glam, Labourer Feb 16 at 12 Off Rec, Post Office chmbrs, Taff st, Pontypridd

JANKE, ERNEST OSCAR, Frederick st, Caledonian rd, Baker Feb 17 at 1 Bankruptcy bldgs, Carey st

KENNY, WALLACE ROBERT, Norwich, Confectioner Feb 16 at 1 Off Rec, 8, King st, Norwich

LEAKE, ALFRED, Peterborough Feb 16 at 11.45 Law Courts, Peterborough

LEE, CHARLIE, and CORRY LEE, Halifax, Tailors Feb 16 at 2.45 County Court, Prescott st, Halifax

MANSER, BERTIE JAMES, Maidstone, Pork Butcher Feb 23 at 11.30 9, King st, Maidstone

MARTIN, FRANK, Bristol, Hardware Dealer Feb 16 at 11.45 Off Rec, 26, Baldwin st, Bristol

MUSSON, JOHN, Kingston upon Hull, Boot Maker Feb 16 at 11 Off Rec, York City Bank chmbrs, Lowgate, Hull

NICHOLSON, WILLIAM ARTHUR KENWORTHY, Aldborough, Boroughbridge Feb 17 at 2.30 Off Rec, The Red House, Duncombe pl, York

NISBET, EDWARD LAWRENCE P, Philbeach gdns, Kensington Feb 17 at 12 Bankruptcy bldgs, Carey st

POPHAM, ALEXANDER, Malden Feb 16 at 11.30 132, York rd, Westminster Bridge

QUINN, ANNIE ELIZABETH, and SARA HELEN MAPPLEBECK, Liverpool, Butchers Feb 16 at 11 Off Rec, 35, Victoria st, Liverpool

ROBINSON, EDWARD WILLIAM, Scarborough, Baker Feb 18 at 3.15 Off Rec, 48, Westborough, Scarborough

RUNDLE, EDWARD, Treorky, Glam, Builder Feb 16 at 11 Off Rec, Post Office chmbrs, Taff st, Pontypridd

SCHAVERRIN, L, Eastcheap, Jeweller Feb 18 at 12 Bankruptcy bldgs, Carey st

SCHWARZWAELLER, HUGO, Lanercost rd, Tulse Hill Feb 18 at 11 Bankruptcy bldgs, Carey st

SINDREY, ALFRED, Llantarnam, Mon, Nurseryman Feb 16 at 12 Off Rec, 144, Commercial st, Newport, Mon

SMALE, R, Bristol, Undertaker Feb 16 at 11.30 Off Rec, 26, Baldwin st, Bristol

SPARKES, THOMAS THOMPSON, Carlisle, Grocer Feb 17 at 11 34, Fisher st, Carlisle

TAYLOR, WALTER WILLIAM, Heytesbury, Wilts, Licensed Victualler Feb 16 at 12 Off Rec, 26, Baldwin st, Bristol

THOMAS, THOMAS, Lamphey, Pembroke, Farmer Feb 16 at 12.45 Off Rec, 4, Queen st, Carmarthen

THORNE, HENRY EDWIN, Gloucester, Ironmonger Feb 19 at 12 Off Rec, Station rd, Gloucester

TURNILL, ARTHUR CHRISTIAN, Sawtry, Hunts, Engineer Feb 16 at 12.15 Law Courts, Peterborough

WATSON, HENRY, Brigham, nr Cockermouth, Cumberland, Coal Agent Feb 21 at 2.30 Court house, Cockermouth

ADJUDICATIONS.

BEACH, GEORGE, Southampton, Baker Southampton Pet Jan 8 Ord Feb 3

BRUETON, FREDERICK, Paignton, Devon, Artist Plymouth Pet Feb 3 Ord Feb 3

BUSHELL, ELIZABETH, Southport, Boot Dealer Liverpool Pet Feb 3 Ord Feb 3

CAPOCCI, GELTRUDA Bournemouth, Ice Cream Vendor Poole Pet Feb 3 Ord Feb 3

CASSELL, JOHN, Birmingham, Furrier Birmingham Pet Feb 1 Ord Feb 4

CHORLEY, NOBLE, Whitehaven, Cumberland, Market Gardener Whitehaven Pet Jan 15 Ord Feb 5

CULLEY, FREDERICK ANDREW, Scarborough, Outfitter Scarborough Pet Feb 3 Ord Feb 3

DANIELS, SIDNEY ALLEN, Waltham Abbey, Essex Edmonton Pet Feb 4 Ord Feb 4

FENN, GEORGE, Gedding, Suffolk, Farmer Bury St Edmunds Pet Feb 4 Ord Feb 4

FOWLES, THOMAS WILLIAM, Central Markets Poultry Salesman High Court Pet Jan 12 Ord Feb 2

CANNON, PETER, St Helens, Lancs, Egg Merchant Liverpool Pet Feb 3 Ord Feb 3

HARTLAND, GEORGE FARMER, Birmingham, Grocer Birmingham Pet Feb 3 Ord Feb 3

HOLDSTOCK, WILLIAM CHAPMAN, Finborough rd, Richmond rd, Earls Court, Builder High Court Pet Jan 31 Ord Feb 2

HORSMAN, ALFRED HERBERT, Bedford Bedford Pet Feb 5 Ord Feb 5

LEE, CHARLES, and CORRY LEE, Halifax, Tailors Halifax Pet Feb 3 Ord Feb 3

MANSER, BERTIE JAMES, Maidstone, Pork Butcher Maidstone Pet Feb 5 Ord Feb 5

MARTIN, FRANK, Bristol, Hardware Dealer Bristol Pet Jan 29 Ord Feb 3

MINSHULL, THOMAS, Chorlton, Backford, Chester, Farmer Chester Pet Feb 4 Ord Feb 4

MORRIS, DAVID, Pontyeats, Carmarthen, Tailor Carmarthen Pet Feb 3 Ord Feb 3

NICHOLSON, WILLIAM ARTHUR KENWORTHY, Estcourt, Aldborough, Boroughbridge, Yorks York Pet Feb 2 Ord Feb 2

PEAK, CHARLES, Lowestoft, Carter Great Yarmouth Pet Feb 5 Ord Feb 5

POPHAM, GEORGE HENRY, Archibald st, Bow High Court Pet Jan 3 Ord Feb 4

ROBINSON, EDWARD WILLIAM, Scarborough, Baker Scarborough Pet Jan 14 Ord Feb 3

RYCKMAN, JOHN WANZER, Talgarth rd, West Kensington, Exhibition Promoter High Court Pet Aug 10 Ord Feb 3

SHORROCK, MOSES PETER, Caxton House, Westminster High Court Pet Aug 31 Ord Feb 3

SIMUNDT, VICTOR EDMUND, Idol In, Wine Merchant High Court Pet Nov 18 Ord Feb 3

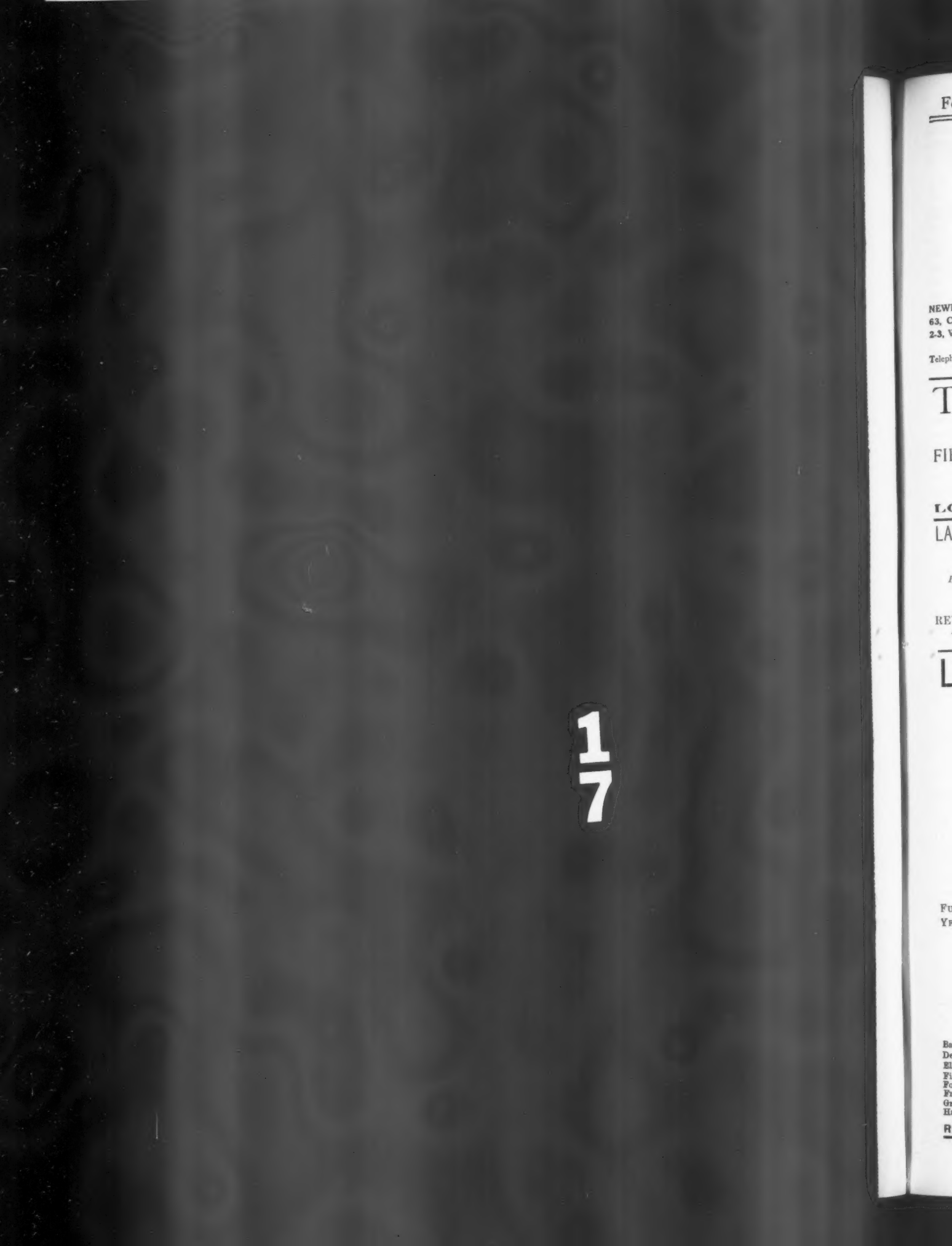
SMITH, ARTHUR SIDNEY, Gracechurch st, Solicitor High Court Pet Nov 9 Ord Feb 4

STONES, JOHN, Rosside, Ulverston, Lancs, Patent Shutter Manufacturer Barrow in Furness Pet Jan 5 Ord Feb 5

THOMPSON, ALBERT EDWARD, Birmingham, Coal Merchant Birmingham Pet Jan 21 Ord Jan 24

TYLER, ALFRED STUBBS, Birmingham, Corn Merchant Birmingham Pet Dec 13 Ord Jan 31

VICARY, ALEXANDER CLAUD, Battle, Sussex, Cycle Dealer Hastings Pet Jan 20 Ord Feb 4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